SPECIAL, 6/24/2019 1:30:00 PM

BE IT REMEMBERED that on June 24, 2019, 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

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

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Shauberger

Honorable Carolyn L. Guidry , County Clerk (ABSENT) -

Theresa Goodness, Chief Deputy

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 24, 2019

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **24th** day of **June 2019** 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:

INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Receive and file bids for (IFB 19-030/YS), Term Contract for Inmate Clothing and Supplies for Jefferson County.

SEE ATTACHMENTS ON PAGES 12 - 351

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

ADDENDUMS

2. Receive and file bid for (IFB 19-030/YS), Term Contract for Inmate Clothing and Supplies for Jefferson County. Bid was delivered before the due date and time, but to the incorrect location by carrier.

SEE ATTACHMENTS ON PAGES 352 - 411

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

3. Consider and approve, execute, receive and file a contract renewal for (IFB 14-013/JW), Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County for a fifth one (1) year renewal with Colin's Kitchen, LLC from July 1, 2019 to July 30, 2020 with a price increase for item 1 from $11.00 to $11.40, item 2 from $13.00 to $13.40, item 3 from $19.00 to $19.40, and item 4 from $9.00 to $9.40. Price increases are due to an increase in food and labor costs.

SEE ATTACHMENTS ON PAGES 412 - 413

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

4. Consider and approve, execute, receive and file Change Order No. 1 to (JOC 19-026/DC) with SpawGlass Building Service for the removal and replacement of 2 flagpoles at the Jefferson County Courthouse in the amount of $9,599.83 for additional crew time, crane rental and mobilization bringing the total amount to $24,665.83. This is in accordance with BuyBoard Contract 520-ez1QC.

SEE ATTACHMENTS ON PAGES 414 - 419

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

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

SEE ATTACHMENTS ON PAGES 420 - 421

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

CONSTABLE PRECINCT 6:

6. Consider and possibly approve the hiring of Dwayne Keith Johnson as a Deputy Constable with Constable, Precinct 6 in accordance with Local Government Code (LGC) 86.011.

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

COUNTY AIRPORT:

7. Consider, possibly approve, and authorize the County Judge to execute a Hangar Lease between Jefferson County and BC Aviators, LLC for Hangar #6 at Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 422 - 430

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

COUNTY AUDITOR:

8. Consider and approve budget amendment– Voters Registration – additional cost for insurance.

120-1031-415-2003	EMPLOYEES' INSURANCE	$5,000.00	
120-1011-415-2003	EMPLOYEES' INSURANCE		$5,000.00

SEE ATTACHMENTS ON PAGES 431 - 431

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

9. Consider and approve budget amendment–Purchasing - additional cost for postage.

120-1022-415-4052	POSTAGE	$1,000.00	
120-1022-415-3078	OFFICE SUPPLIES		$1,000.00

SEE ATTACHMENTS ON PAGES 432 - 432

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

10. Consider and approve budget transfer– JP Pct4 – additional cost for postage.

120-2045-412-4052	POSTAGE	$275.00	
120-2045-412-3078	OFFICE SUPPLIES		$275.00

SEE ATTACHMENTS ON PAGES 433 - 433

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

11. Consider and approve budget amendment –Transfer Out -additional cost for interest payment.

120-0000-491-8070	DEBT SERVICE FUNDS	$77,808.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		$77,808.00

SEE ATTACHMENTS ON PAGES 434 - 434

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

12. Consider and approve amending the County General Funds budget by $77,808 with a reduction to the Contingency line item (120-9999-415-5077) and a corresponding amendment to the Debt Service Funds budget with a $77,808 increase to Bond – Interest (430-0000-471-8002) due to the issuance of the 2019 Certificates of Obligation. The amended total budget for General Funds will be $131,666,480. The amended total budget for Debt Service Funds will be $4,689,808. These changes nets to a zero dollar change to the combined total budget for the County.

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

13. Regular County Bills - check #460530 through checks #460712.

SEE ATTACHMENTS ON PAGES 435 - 441

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

COUNTY CLERK:

14. Consider and approve out of state travel for Theresa Goodness, Rebecca Garcia, and Zuly Zurita to attend the TR Synergy2019 Workshops. The event is hosted by our imaging vendor Thomson Reuters for education and updates to our system. This years' designated location is Virginia Beach, VA and the expenses have been budgeted for fiscal year 2018-2019.

SEE ATTACHMENTS ON PAGES 442 - 442

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

COUNTY COMMISSIONERS:

15. Consider and possibly approve Jefferson County's termination of all written leases between Jefferson County and GLOW Investment Group regarding property at the Jack Brooks Regional Airport.

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

16. Consider, possibly approve and authorize the County Judge to send written notice of cancellation of all written leases between Jefferson County and GLOW Investment Group regarding property at the Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 443 - 443

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

17. Consider and possibly approve Jefferson County's withdrawal from the Interlocal Agreement between Jefferson County, City of Nederland and the Nederland Economic Development Corporation for commercial development infrastructure improvements on property at the Jack Brooks Regional Airport.

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

18. Consider, possibly approve and authorize the County Judge to send written notice to the City of Nederland and the Nederland Economic Development Corporation regarding Jefferson County's withdrawal from the Interlocal Agreement concerning commercial development infrastructure improvements on property at the Jack Brooks Regional Airport.

    SEE ATTACHMENTS ON PAGES 444 - 444

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

19. Consider, possibly approve, receive and file annual audit of Jefferson County Emergency Services District No. 4, pursuant to Sec. 775.082, Texas Health & Safety Code.

    SEE ATTACHMENTS ON PAGES 445 - 481

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

COUNTY TREASURER:

20. Receive and File Investment Schedule for May, 2019, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 482 - 484

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

ENGINEERING:

21. Execute, receive and file Overweight Vehicle Permit 01-OW-19 and Road Use Agreement between Jefferson County and Orbit Gulf Coast NGL Exports, LLC for vehicle and construction equipment along county roads located in Precincts 1, 2, and 4.

SEE ATTACHMENTS ON PAGES 485 - 495

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

22. Execute, receive and file Pipeline Permit 02-P-19 to Orbit Gulf Coast NGL Exports, LLC to construct a pipeline for the distribution of Liquid NGL/Ethane crossing Jefferson County. This project is located in Precincts 1, 2 and 4.

SEE ATTACHMENTS ON PAGES 496 - 516

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

23. Execute, receive and file Easement Agreement with Orbit Gulf Coast NGL Exports, LLC to purchase easement from Jefferson County out of deeds recorded in Official Public Records, Doc No. : 2000004838 and Doc. No.: 2000004839 for Tract Numbers: TX-JE-041.402 and TX-JE-041.406.

SEE ATTACHMENTS ON PAGES 517 - 534

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

24. Execute, receive and file Overweight Vehicle Permit 02-OW-19 and Road Use Agreement between Jefferson County and Lone Star NGL Pipeline LP for vehicle and construction equipment along county roads located in Precincts 1, 2, and 4.

SEE ATTACHMENTS ON PAGES 535 - 545

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

25. Execute, receive and file Pipeline Permit 03-P-19 to Lone Star NGL Pipeline LP to construct a pipeline for the distribution of Liquid NGL/Propane crossing Jefferson County. This project is located in Precincts 1, 2 and 4.

SEE ATTACHMENTS ON PAGES 546 - 574

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

26. Execute, receive and file Easement Agreement with Lone Star NGL Pipeline LP to purchase easement from Jefferson County out of deeds recorded in Official Public Records, Doc No. : 2000004838 and Doc. No.: 2000004839 for Tract Numbers: TX-JE-041.402 and TX-JE-041.406.

SEE ATTACHMENTS ON PAGES 575 - 598

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

JUVENILE PROBATION:

27. Receive and file the proposed Juvenile Probation budget for FY2020 in accordance with 140.004 Local Government Code.

SEE ATTACHMENTS ON PAGES 599 - 636

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

SHERIFF'S DEPARTMENT:

28. Consider, possibly approve and authorize the County Judge to execute an Agreement between Jefferson County, on behalf of the Jail, and TAN Healthcare and CorrHealth for medical services to be provided to inmates at the jail.

SEE ATTACHMENTS ON PAGES 637 - 640

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

_____

Jeff R. Branick
County Judge

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

May 20, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-030/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ 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 two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Inmate Clothing and Supplies for Jefferson County**
BID NO:	**IFB 19-030/YS**
DUE DATE/TIME:	**11:00 AM CT, Tuesday, June 18, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, 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 22, 2019 & May 29, 2019

IFB 19-030/YS
Term Contract for Inmate Clothing and Supplies for Jefferson County
Bids due: 11:00 AM CT, Tuesday, June 18, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) 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.

https://www.co.jefferson.tx.us/Purchasing/

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

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

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

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. **County Holidays – 2019:**

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	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 two (2) 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), **unless contract is considered exempt as described below.**

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.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

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

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)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

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

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

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

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

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

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-030/YS.

Scope

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

Technical Specifications

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

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

1. Inmate Coveralls

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

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

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

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

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

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

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

2. Inmate Jackets (Unlined)

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

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

3. Inmate Jackets (Lined)

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

4. Deck Shoe with Toecap

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

5. Night Shirt (Female)

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

6. Mattress

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

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

Aircraft Seating – FAR 25.853
English Flame Law – UK 5852 Ignition Source 2
National Fire Protection Agency - #260 and #261

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

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

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

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

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

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

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

Prices

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

Shipping/Handling

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

Minimum Orders

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

Quantities

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

Evaluation of Alternate Products

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

Product Substitution

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

Product Discontinuance

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

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

Random Sampling

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

Ordering Procedure

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

Delivery Time Period

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

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

Shipping Documents

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

Bidder Information Form

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

Bid Name & Number: Term Contract for Inmate Clothing and Supplies for Jefferson County, IFB 19-030/YS

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

Bidder's TAX ID Number: 113111598

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

Phone Number (with area code): 800.567.8025

Alternate Phone Number if available (with area code):

Fax Number (with area code): 800.567.8026

Email Address: BN@ACMESUPPLY.US

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:

ACME SUPPLY CO., LTD
Company Name

10 CEDAR SWAMP ROAD SUITE 7
Address

GLEN COVE | NY | 11542
City | State | Zip

Signature of Person Authorized to Sign

ZAHEER SHEIK
Printed Name

PRESIDENT
Title

For clarification of this offer, contact:

ZAHEER SHEIK
Name

800.567.8025 | 800.567.8026
Phone | Fax

BN@ACMESUPPLY.US
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-030/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

				Unit Price			
Item	Unit	Description	Size	Yellow	Navy Blue	Orange	Red
1	Each	Inmate Coveralls (Average Annual Order: 500-1000 of each color)	X-Sm	$ 12.00	$ 12.00	$ 12.00	$ 12.00
			Small	$ 12.00	$ 12.00	$ 12.00	$ 12.00
			Med	$ 12.00	$ 12.00	$ 12.00	$ 12.00
			Large	$ 12.00	$ 12.00	$ 12.00	$ 12.00
			X-L	$ 12.00	$ 12.00	$ 12.00	$ 12.00
			1X-L	$ 12.00	$ 12.00	$ 12.00	$ 12.00
			2X-L	$ 12.00	$ 12.00	$ 12.00	$ 12.00
			3X-L	$ 12.00	$ 12.00	$ 12.00	$ 12.00
			4X-L	$ 12.00	$ 12.00	$ 12.00	$ 12.00
			5X-L	$ 12.00	$ 12.00	$ 12.00	$ 12.00
			6X-L	$ 12.00	$ 12.00	$ 12.00	$ 12.00
			7X-L	$ 12.00	$ 12.00	$ 12.00	$ 12.00
			8X-L	$ 12.00	$ 12.00	$ 12.00	$ 12.00
			9X-L	$ 12.00	$ 12.00	$ 12.00	$ 12.00
			10X-L	$ 12.00	$ 12.00	$ 12.00	$ 12.00
			11X-L	$ 12.00	$ 12.00	$ 12.00	$ 12.00
			12X-L	$ 12.00	$ 12.00	$ 12.00	$ 12.00
			13X-L	$ 12.00	$ 12.00	$ 12.00	$ 12.00
			14X-L	$ 12.00	$ 12.00	$ 12.00	$ 12.00
			15X-L	$ 12.00	$ 12.00	$ 12.00	$ 12.00

Please note that Acme is bidding Jumpsuits as ALL OR NONE

Whole Group

Item	Unit	Description	Size	Unit Price
2	Each	Inmate Jackets (unlined)	X-Sm	$ 13.95
			Small	$ 13.95
			Med	$ 13.95
			Large	$ 13.95
			X-L	$ 13.95
			1X-L	$ 13.95
		Please note that Acme is bidding Inmate Jackets (unlined) as ALL OR NONE, whole group	2X-L	$ 13.95
			3X-L	$ 13.95
			4X-L	$ 13.95
			5X-L	$ 13.95
			6X-L	$ 13.95

Item	Unit	Description	Size	Unit Price
3	Each	Inmate Jackets (lined)	X-Sm	$ 14
			Small	$ 14
			Med	$ 14
		Please note that Acme is bidding Inmate Jackets (lined) as ALL OR NONE, whole group	Large	$ 14
			X-L	$ 14
			1X-L	$ 14
			2X-L	$ 14
			3X-L	$ 14
			4X-L	$ 14
			5X-L	$ 14
			6X-L	$ 14

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

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

Item	Unit	Description	Color	Size	Unit Price
6	Each	Mattress (Average Annual Order: 300)	No Color Specified	30"x75"x4"	$
7	Each	Mattress Cover (Average Annual Order: 300-500)	No Color Specified	30"x75"x4"	$
8	Each	Mattress Cover Heavy Weight Twill	Off White	30" x 75" x 6"	
9	Each	Inmate Blanket (Average Annual Order: 500-1000)	White	66"x90"	$ 4.95
10	Doz.	Inmate Bath Towel (Average Annual Order: 100-200 doz.)	White	30"x40"	$ 9.62
11	Each	Laundry Bag (Average Annual Order: 500)	White	18"x30"	$
12	Each	Laundry Bag (mesh)	White	18" x 24"	

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Jefferson Parish Correction Center

Address: 100 Dolhonde Street Gretna LA 70053

Contact Person and Title: Pay Palafox - Buyer

Phone: 504-736-6844 Fax: n/a

Email Address: ppalafox@jeffparish.net Contract Period: current

Scope of Work: deliver items per contract specs

REFERENCE TWO

Government/Company Name: NH State Prison

Address: 3 McGuire St Concord NH 03301

Contact Person and Title: Jason Newton - Buyer

Phone: 603.271.1858 Fax: n/a

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

Scope of Work: deliver items per contract specs

REFERENCE THREE

Government/Company Name: Southern State Correctional Facility

Address: 700 Charlestown Rd. Springfield, VT 05156

Contact Person and Title: Angel Johnson - Buyer

Phone: 802.885.9813 Fax: n/a

Email Address: angel.johnson@vermont.gov Contract Period: current

Scope of Work: deliver items per contract specs

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

ACME SUPPLY CO., LTD Bidder (Entity Name)	 Signature
10 CEDAR SWAMP ROAD SUITE 7 Street & Mailing Address	ZAHEER SHEIK Print Name
GLEN COVE NY 11542 City, State & Zip	6·12·19 Date Signed
800.567.8025 Telephone Number	800.567.8026 Fax Number
BN@ACMESUPPLY.US 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.**

NONE

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

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

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

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

6·12·19

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

NOT APPLICABLE

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

NONE

2 **Office Held**

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 _____ 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.

ZAHEER SHEIK
Printed Name of Authorized Representative

Signature

PRESIDENT
Title

6·12·2019
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: NONE 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: _____

ZAHEER SHEIK		6·12·2019
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: Acme Supply is a small minority business, using a subcontractor would cause our bid prices to increase

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): ZAHEER SHEIK

Title: PRESIDENT

Signature: _____

Date: 6·12·2019

E-mail address: BN@ACMESUPPLY.US

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

Name (print or type): ZAHEER SHEIK

Title: PRESIDENT

Date: _____

E-mail address: BN@ACMESUPPLY.US

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

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

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

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

Jefferson County Tax Acct. No.*	Property address or location**
N/A	NONE

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

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

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, ZAHEER SHEIK, the undersigned representative of (company or business name) ACME SUPPLY CO., LTD (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

06/12/19
Date

On this 12th day of June, 2019, personally appeared

ZAHEER SHEIK, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

WILSON ADIEL VIVAS
Notary Public - State of New York
No. 02VI6386501
Qualified in Queens County
My Comm. Expires Jan. 28, 2023

Notary Signature

06/12/2019
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

ACME SUPPLY CO., LTD
Company Name

IFB 19-030/YS
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF NEW YORK COUNTY OF NASSAU

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

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

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

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

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

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

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

Name and address of bidder: ACME SUPPLY CO., LTD

10 CEDAR SWAMP ROAD SUITE 7 GLEN COVE NY 11542

Fax: 800.567.8026 Telephone# 800.567.8026

by: ZAHEER SHEIK (print name) Title: PRESIDENT

Signature: 06/12/19

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

this the 12th day of June, 2019.

WILSON ADIEL VIVAS
Notary Public - State of New York
No. 02VI6386501
Qualified In Queens County
My Comm. Expires Jan. 28, 2023

Notary Public in and for
the State of New York

Bidder Shall Return Completed Form with Offer.

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:
2019-503558

Date Filed:
06/12/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ACME SUPPLY CO., LTD
GLEN COVE, NY United States

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

Jefferson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB 19-030/YS
Inmate Clothing and Supplies

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

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

6 UNSWORN DECLARATION

My name is ZAHEER SHEIK, and my date of birth is 5·15·59.

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

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

Executed in NASSAU County, State of NY, on the 12 day of JUNE (month), 20 19 (year).

Signature of authorized agent of contracting business entity
(Declarant)

NYSIF New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

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

SCAN TO VALIDATE
AND SUBSCRIBE

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

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
H1138 199-3	21790	01/27/2019 TO 01/27/2020	6/12/2019

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

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

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

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

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 618581909

U-26.3

ACMES-1 OP ID: FR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/12/2019

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			33SBMUQ2035SB	04/12/2019	04/12/2020	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Jefferson County, its employees, elected officials, and affiliated municipal entities are included as additional insured.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Bagatta Associates, Inc.

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1145 Pearl

BID ENCLOSED

1F

0776 S 166 07:21 SM-1D 3354212
JEFFERSON COUNTY PURCHASI G
1149 PEARL ST
FL 1
BEAUMONT.TX 77701-3638-99

253-1071FL
ETP:6 PD:SP:100:Y
775454060471

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

SHIP DATE 12JUN19
ACTWGT 2.00 LB
CAD 101002366/INET4100
DIMMED: 13 X 10 X 1 IN
BILL SENDER

TO Purchasing
Jefferson County Purchasing Dept
1149 Pearl Street
1st Floor
BEAUMONT TX 77701 (U
(409) 835-8593 REF SOPP# 11402
INV
PO. DEPT

FedEx Ground

G

RECEIVED 03:36 PM JUN 17 2019

TRK# 7754 5406 0471

7770

9622 0019 0 (000 000 0000) 0 00 7754 5406 0471

BID# IFB 19-030/YS
INMATE CLOTHING AND SUPPLIES
DUE: JUNE 18, 2019 @11AM

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

May 20, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-030/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ 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 two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Inmate Clothing and Supplies for Jefferson County**
BID NO:	**IFB 19-030/YS**
DUE DATE/TIME:	**11:00 AM CT, Tuesday, June 18, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, 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 22, 2019 & May 29, 2019

IFB 19-030/YS
Term Contract for Inmate Clothing and Supplies for Jefferson County
Bids due: 11:00 AM CT, Tuesday, June 18, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) 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.

https://www.co.jefferson.tx.us/Purchasing/

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

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

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

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	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 (l) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (l) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

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

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

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

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

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

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

appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) 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), **unless contract is considered exempt as described below.**

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.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

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

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)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

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

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

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

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

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

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-030/YS.

Scope

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

Technical Specifications

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

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

1. Inmate Coveralls

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

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

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

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

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

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

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

2. Inmate Jackets (Unlined)

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

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

3. Inmate Jackets (Lined)

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

4. Deck Shoe with Toecap

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

5. Night Shirt (Female)

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

6. Mattress

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

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

Aircraft Seating – FAR 25.853
English Flame Law – UK 5852 Ignition Source 2
National Fire Protection Agency - #260 and #261

7. Mattress Covers (12 oz. Staph Check Vinyl Cover)

Heavy Duty 12oz-3ply vinyl that is fire retardant and bacteria resistant. Vinyl to be reinforced with nylon webbing. Vinyl is flame resistant and bacteria resistant. No Color Specified.

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

8. Mattress Covers (Heavy Weight Twill Cover)

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

9. Inmate Blanket

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

10. Inmate Bath Towel

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

11. Laundry Bag

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

12. Laundry Bag (nets)

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

Prices

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

Shipping/Handling

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

Minimum Orders

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

Quantities

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

Evaluation of Alternate Products

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

Product Substitution

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

Product Discontinuance

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

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

Random Sampling

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

Ordering Procedure

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

Delivery Time Period

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

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

Shipping Documents

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

Bidder Information Form

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

Bid Name & Number: Term Contract for Inmate Clothing and Supplies for Jefferson County, IFB 19-030/YS

Bidder's Company/Business Name: Bob Barker Company

Bidder's TAX ID Number: 56 - 1558062

Contact Person: Melody Ballard **Title:** Contract Specialist

Phone Number (with area code): 919 753 1614

Alternate Phone Number if available (with area code): 800 334 9880

Fax Number (with area code): 800 322 7537

Email Address: melodyballard@bobbarker.com

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

7925 Purfoy Rd.
Address
Fuquay Varina NC 27526
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Bob Barker Company
Company Name

For clarification of this offer, contact:

7925 Purfoy Rd.
Address

Melody Ballard
Name

Fuquay Varina NC 27526
City State Zip

919-753-1614 800 322 7537
Phone Fax

Signature of Person Authorized to Sign

melodyballard@bobbarker.com
E-mail

Melody Ballard
Printed Name

Contract Specialist
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-030/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item	Unit	Description	Size	Unit Price				
				Yellow	Navy Blue	Orange	Red	
1	Each	Inmate Coveralls (Average Annual Order: 500-1000 of each color)	X-Sm	$11.89	$11.89	$11.89	$11.89	*
			Small	$11.89	$	$	$	
			Med	$	$	$	$	
			Large	$	$	$	$	
			X-L	$	$	$	$	
			1X-L	$	$	$	$	
			2X-L	$	$	$	$	
			3X-L	$	$	$	$	
			4X-L	$12.75	$12.75	$12.75	$12.75	
			5X-L	$	$	$	$	
			6X-L	$	$	$	$	
			7X-L	$14.75	$14.75	$14.75	$14.75	
			8X-L	$	$	$	$	
			9X-L	$	$	$	$	
			10X-L	$	$	$	$	
			11X-L	$17.75	$17.75	$17.75	$17.75	*
			12X-L	$	$	$	$	*
			13X-L	$	$	$	$	*
			14X-L	$18.90	$18.90	$18.90	$18.90	*
			15X-L	$20.00	$20.00	$20.00	$20.00	*

* 10-12 week lead time for special order items

MS

Item	Unit	Description	Size	Unit Price
2	Each	Inmate Jackets (unlined)	X-Sm	$ NO BID
			Small	$
			Med	$
			Large	$
			X-L	$
			1X-L	$
			2X-L	$
			3X-L	$
			4X-L	$
			5X-L	$
			6X-L	$

Item	Unit	Description	Size	Unit Price
3	Each	Inmate Jackets (lined)	X-Sm	$ 17.85
			Small	$
			Med	$
			Large	$
			X-L	$
			1X-L	$
			2X-L	$
			3X-L	$
			4X-L	$
			5X-L	$ 18.85
			6X-L	$

Item	Unit	Description	Color	Size	Unit Price
4	Pair	Deck Shoe with Toecap	Navy Blue	5	$ 4.91
			Navy Blue	6	$
			Navy Blue	7	$
			Navy Blue	8	$
			Navy Blue	9	$
			Navy Blue	10	$
			Navy Blue	11	$
			Navy Blue	12	$
			Navy Blue	13	$
			Navy Blue	14	$
			Navy Blue	15	$

Item	Unit	Description	Size	Unit Price
5	Each	Night Shirt – Female. No Color Specified. (Average Annual Order: 100)	Small	$ 6.79
			Medium	$
			Large	$
			1X	$
			2X	$
			3X	$
			4X	$
			5X	$
			6X	$

Item	Unit	Description	Color	Size	Unit Price
6	Each	Mattress (Average Annual Order: 300)	No Color Specified	30"x75"x4"	$ 35.98
7	Each	Mattress Cover (Average Annual Order: 300-500)	No Color Specified	30"x75"x4"	$ 13.89
8	Each	Mattress Cover Heavy Weight Twill	Off White	30" x 75" x 6"	$ 8.15 *
9	Each	Inmate Blanket (Average Annual Order: 500-1000)	White	66"x90"	$ 7.49
10	Doz.	Inmate Bath Towel (Average Annual Order: 100-200 doz.)	White	30"x40"	$ 17.29
11	Each	Laundry Bag (Average Annual Order: 500)	White	18"x30"	$ NO BID
12	Each	Laundry Bag (mesh)	White	18" x 24"	$ 1.54 *

* Sold per dozen

N/A

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: Wake County Sheriff's Dept

Address: Po Box 550, Raleigh NC 27602

Contact Person and Title: Kim Hake - Purchasing

Phone: 919 856 5662 Fax: N/A

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

Scope of Work: Over 30 yrs of service in uniforms, linens, etc.

REFERENCE TWO

Government/Company Name: NC DOC

Address: 200 Leagon Dr Raleigh NC 27603

Contact Person and Title: Pam Ward - Purchasing

Phone: 919 662 4367 Fax: N/A

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

Scope of Work: Over 30 years of service for uniforms, linens, etc.

REFERENCE THREE

Government/Company Name: Allegheny County Jail

Address: 950 2nd Ave. Pittsburgh, PA 15219

Contact Person and Title: Andrea Moore - Sergeant

Phone: 412 350 2021 Fax: N/A

Email Address: andrea.moore@alleghenycounty.us Contract Period: N/A

Scope of Work: Over 20 yrs of service in uniforms, linens, etc.

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Bob Barker Company Bidder (Entity Name)	Mary Ballard Signature
7925 Purfoy Rd. Street & Mailing Address	Melody Ballard Print Name
Fuquay Varina NC 27526 City, State & Zip	6/14/19 Date Signed
800-334-9880 Telephone Number	800 322 7537 Fax Number

melodyballard@bobbarker.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire N/A

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

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

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

N/A

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

N/A

2 **Office Held**

N/A

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

N/A

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

N/A

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

N/A

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 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.

Melody Ballard
Printed Name of Authorized Representative

Melody Ballard
Signature

Contract Specialist
Title

6-14-19
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: Bob Barker Company HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): N/A

Address: 7925 Purfoy Rd. Fuquay Varina NC 27526
Street City State Zip

Phone (with area code): 919 753 1614 Fax (with area code): 800-322-7537

Project Title & No.: N/A IFB/RFP No.: IFB 19-030/YS

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

N/A

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Bob Barker®
America's Leading Detention Supplier

Jefferson County
Inmate Clothing and Supplies
IFB 19-030/YS
Due Date: 6/18/19 – 11AM CDT
Attn: Yea-Mei Sauer

Regarding IFB 19-030/YS, Bob Barker Company will not be utilizing a HUB vendor for this work, if awarded. Bob Barker Company works with HUB vendors across the country when sourcing certain products for our customers. Due to the nature of the items requested on this solicitation, there was not a need for utilizing these vendors, as Bob Barker Company manufactures these items in-house. We did not find it in the best interest of Jefferson County to utilize these HUB vendors for this opportunity. Please reach out with any questions that you may have about this. Thank you for the opportunity and we look forward to working together in the future.

Tabitha Hartley
Contract Administrator
Bob Barker Company, Inc.
7925 Purfoy Rd.
Fuquay Varina, NC 27526
(800) 334 9880
bidnotices@bobbarker.com

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): Melody Ballard

Title: Contract Specialist

Signature: [signature]

Date: 6/14/19

E-mail address: melodyballard@bobbarker.com

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

Name (print or type): Finance Department

Title: Finance

Date: 6-14/19

E-mail address: Finance@bobbarker.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

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

Taxpayer Identification Number (T.I.N.):	56-1558062
Company Name submitting bid/proposal:	Bob Barker Company
Mailing address:	7925 Purfoy Rd. Fuquay Varina NC 27526
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, Melody Ballard, the undersigned representative of (company or business name) Bob Barker Company (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

6/14/19
Date

On this 14th day of June, 2019, personally appeared Melody Ballard, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

ANGELA D. DEBOESER
NOTARY PUBLIC
Commission Expires
02-15-2022
WAKE COUNTY, NC

Angela D. DeBoeser
Notary Signature

June 14, 2019
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Bob Barker Company
Company Name

IFB 19-030/YS
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF North Carolina COUNTY OF Wake

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

"I, Melody Ballard (name) am a duly authorized officer of/agent for Bob Barker Company (name of firm) and have been duly authorized to execute the foregoing on behalf of the said Bob Barker Company (name of firm).

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

Name and address of bidder: Bob Barker Company
7925 Purfoy Rd. Fuquay Varina NC 27526

Fax: 800 322 7537 Telephone# 800 334 9880

by: Melody Ballard (print name) Title: Contract Specialist

Signature: Melody Ballard

SUBSCRIBED AND SWORN to before me by the above-named Melody Ballard on this the 14th day of June, 2019.

Angela D. DeBoeser
Notary Public in and for the State of NC

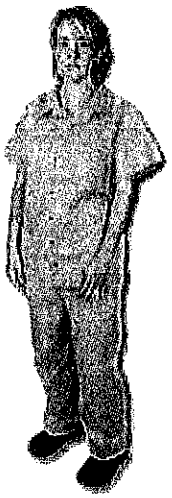
ANGELA D. DEBOESER NOTARY PUBLIC Commission Expires 02-15-2022 WAKE COUNTY, NC

Bidder Shall Return Completed Form with Offer.

BobBarker

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

Institutional Jumpsuit, Yellow



- Industrial finish cotton/poly blend
- Easy-care permanent press
- One breast pocket
- Raglan short sleeves
- Elasticized waistband
- Solid brass, nickel plated snaps
- Hemmed sleeves and bottoms
- Color-coded size labels
- Triple needle felled seams.

Special Order - allow 6-8 weeks for delivery.
Minimum order qty per size is 6

Screening/stenciling is available for this product. However, so that we may assure the accuracy of the lettering, please contact us by phone at 800-334-9880 to place your screening and merchandise order.

Click here to see our size guide.

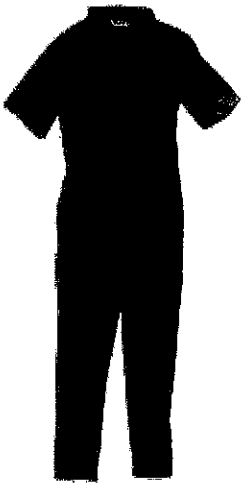
24 Each Per Master Carton

Item Number	Description
24223-S	Institutional Jumpsuit, Yellow Small
24223-M	Institutional Jumpsuit, Yellow Medium
24223-L	Institutional Jumpsuit, Yellow Large
24223-XL	Institutional Jumpsuit, Yellow X-Large
24223-2XL	Institutional Jumpsuit, Yellow 2X-Large
24223-3XL	Institutional Jumpsuit, Yellow 3X-Large
24223-4XL	Institutional Jumpsuit, Yellow 4X-Large
24223-5XL	Institutional Jumpsuit, Yellow 5X-Large
24223-6XL	Institutional Jumpsuit, Yellow 6X-Large
24223-7XL	Institutional Jumpsuit, Yellow 7X-Large
24223-8XL	Institutional Jumpsuit, Yellow 8X-Large
24223-9XL	Institutional Jumpsuit, Yellow 9X-Large
24223-10XL	Institutional Jumpsuit, Yellow 10X-Large

BobBarker

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

Institutional Jumpsuit, Navy



- Industrial finish cotton/poly blend
- Easy-care permanent press
- One breast pocket
- Raglan short sleeves
- Elasticized waistband
- Solid brass, nickel plated snaps
- Hemmed sleeves and bottoms
- Color-coded size labels
- Triple needle felled seams.
- Minimum order quantity on custom sizes is multiples of six of the same size and color. Please allow ten to twelve weeks for delivery of custom sizes.

Screening/stenciling is available for this product. However, so that we may assure the accuracy of the lettering, please contact us by phone at 800-334-9880 to place your screening and merchandise order.

Click here to see our size guide.

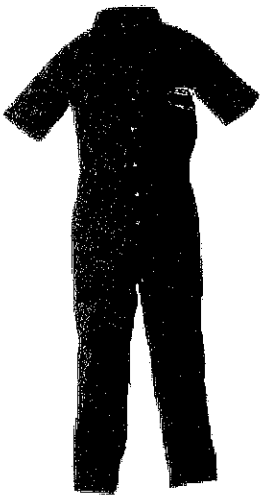
24 Each Per Master Carton

Item Number	Description
24212-S	Institutional Jumpsuit, Navy Small
24212-M	Institutional Jumpsuit, Navy Medium
24212-L	Institutional Jumpsuit, Navy Large
24212-XL	Institutional Jumpsuit, Navy X-Large
24212-2XL	Institutional Jumpsuit, Navy 2X-Large
24212-3XL	Institutional Jumpsuit, Navy 3X-Large
24212-4XL	Institutional Jumpsuit, Navy 4X-Large
24212-5XL	Institutional Jumpsuit, Navy 5X-Large
24212-6XL	Institutional Jumpsuit, Navy 6X-Large
24212-7XL	Institutional Jumpsuit, Navy 7X-Large Special Order - allow 8-10 weeks for delivery
24212-8XL	Institutional Jumpsuit, Navy 8X-Large
24212-9XL	Institutional Jumpsuit, Navy 9X-Large Special Order - allow 8-10 weeks for delivery
24212-10XL	Institutional Jumpsuit, Navy 10X-Large

BobBarker

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

Institutional Jumpsuit, Orange



- Industrial finish cotton/poly blend
- Easy-care permanent press
- One breast pocket
- Raglan short sleeves
- Elasticized waistband
- Solid brass, nickel plated snaps
- Hemmed sleeves and bottoms
- Color-coded size labels
- Triple needle felled seams.

Screening/stenciling is available for this product. However, so that we may assure the accuracy of the lettering, please contact us by phone at 800-334-9880 to place your screening and merchandise order.

Click here to see our size guide.

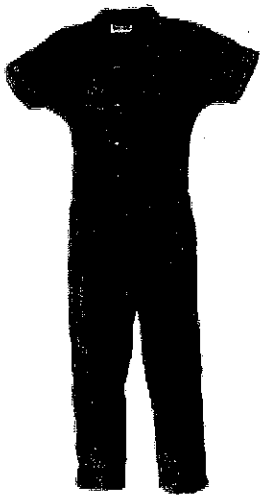
24 Each Per Master Carton

Item Number	Description
OJS-S	Institutional Jumpsuit, Orange Small
OJS-M	Institutional Jumpsuit, Orange Medium
OJS-L	Institutional Jumpsuit, Orange Large
OJS-XL	Institutional Jumpsuit, Orange X-Large
OJS-2XL	Institutional Jumpsuit, Orange 2X-Large
OJS-3XL	Institutional Jumpsuit, Orange 3X-Large
OJS-4XL	Institutional Jumpsuit, Orange 4X-Large
OJS-5XL	Institutional Jumpsuit, Orange 5X-Large
OJS-6XL	Institutional Jumpsuit, Orange 6X-Large
OJS-7XL	Institutional Jumpsuit, Orange 7X-Large
OJS-8XL	Institutional Jumpsuit, Orange 8X-Large
OJS-9XL	Institutional Jumpsuit, Orange 9X-Large Special Order - Minimum order quantity of 6, allow 6-8 weeks for delivery
OJS-10XL	Institutional Jumpsuit, Orange 10X-Large

BobBarker

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

Institutional Jumpsuit, Red



- Industrial finish cotton/poly blend
- Easy-care permanent press
- One breast pocket
- Raglan short sleeves
- Elasticized waistband
- Solid brass, nickel plated snaps
- Hemmed sleeves and bottoms
- Color-coded size labels
- Triple needle felled seams.

Screening/stenciling is available for this product. However, so that we may assure the accuracy of the lettering, please contact us by phone at 800-334-9880 to place your screening and merchandise order.

Click here to see our size guide.

24 Each Per Master Carton

Item Number	Description
24217-S	Institutional Jumpsuit, Red Small
24217-M	Institutional Jumpsuit, Red Medium
24217-L	Institutional Jumpsuit, Red Large
24217-XL	Institutional Jumpsuit, Red X-Large
24217-2XL	Institutional Jumpsuit, Red 2X-Large
24217-3XL	Institutional Jumpsuit, Red 3X-Large
24217-4XL	Institutional Jumpsuit, Red 4X-Large
24217-5XL	Institutional Jumpsuit, Red 5X-Large Special Order - allow 8-10 weeks for delivery
24217-6XL	Institutional Jumpsuit, Red 6X-Large
24217-7XL	Institutional Jumpsuit, Red 7X-Large Special Order - allow 8-10 weeks for delivery
24217-8XL	Institutional Jumpsuit, Red 8X-Large
24217-9XL	Institutional Jumpsuit, Red 9X-Large Special Order - allow 8-10 weeks for delivery
24217-10XL	Institutional Jumpsuit, Red 10X-Large

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

Bob Barker® Blanket-Lined Work Coats, Orange



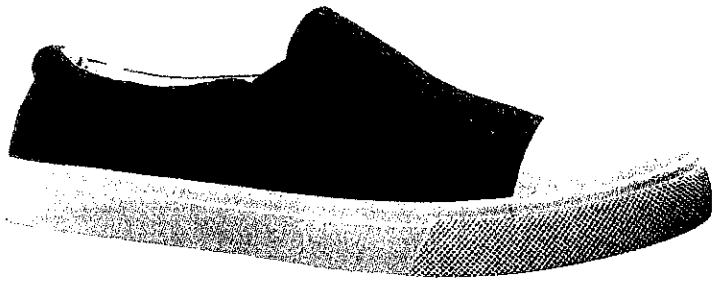
Long-Lasting Work Coats offer great value!

Made with durable heavyweight fabric and shrink-resistant blanket linings, these Work Coats are perfect for budget-conscious facilities that require practical and reliable outerwear for outside activities or work crews. The high-quality, machine washable coats are easily reintroduced into populations, and our streamlined sizes simplify distribution.

- 100% polyester shrink-resistant blanket linings
- Brass buttons, four pockets, banded corduroy collars

Item Number	Description
652-OR-3840	Blanket-Lined Work Coats, Orange 38/40
652-OR-4244	Blanket-Lined Work Coats, Orange 42/44
652-OR-4648	Blanket-Lined Work Coats, Orange 46/48
652-OR-5052	Blanket-Lined Work Coats, Orange 50/52
652-OR-5456	Blanket-Lined Work Coats, Orange 54/56
652-OR-5860	Blanket-Lined Work Coats, Orange 58/60
652-OR-6668	Blanket-Lined Work Coats, Orange 66/68

BobBarker®
Phone: 1-800-334-9880 • Fax: 1-800-322-7537 • www.bobbarker.com



Heavy Duty Canvas Step-In

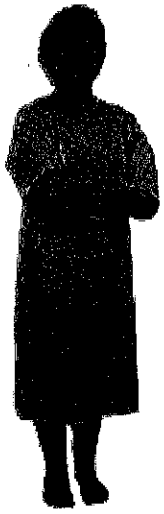
FCNST41-NV

ITEM #(S)	FCNST41-NV-size	
COLOR(S)	Navy (NV)	
DESCRIPTION	Heavy Duty Canvas Step-In with Toe Cap, Male or Female	
SIZE(S)	Whole: 5-16, Half: 5.5-11.5	
CASE PACK	Selling UOM: PR	Purchasing UOM: 12
MATERIAL(S)	**Upper:** 100% Cotton, 8.85 oz Duck Canvas **Sock Liner:** Polyester/Cotton **Outsole:** PVC, Harding 70 ± 5, BBC logo **Outsole Cover:** Non-woven 80gsm minimum; 70% coverage **Insole:** 7.5oz Duck with 5/16" sponge rubber **Vamp:** Full binding on edges. Gore insert at vamp opening **Tongue:** 100% Cotton, 10oz Duck, Bias **Counter Pocket:** Poly/cotton lining arched, double stitched with binding **Collar:** Foam wrapped, double stitched **Backstay:** 14mm double stitched **Toe Bumper/Cap:** Natural rubber **Foxing Tape:** PVC, 27mm; size labeling on heel	
CONSTRUCTION	Slip Lasted	
THREAD	Polyester/Cotton	
PRIMARY COUNTRY OF ORIGIN	China	

BobBarker

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

Nightwear Shirts



These modest nightwear shirts eliminate "see through" problems

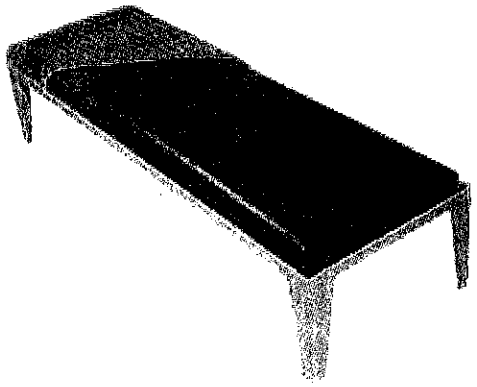
Our multi-purpose oversize T's are ideal for use as nightgowns, shower cover-ups or lounging shirts. The jersey knit fabric is comfortable year-round. Plus these plain shirts don't require any maintenance or repair to keep them in service because there are no buttons to lose, snaps to break or pockets to rip. Just machine wash and tumble dry for easy care. Ash Gray color.

Item Number	Description
NWNGR	Nightshirt - Ash Gray, Regular, Sz. S - 2XL
NWNGP	Nightshirt - Ash Gray, Plus, Sz. 3XL-6XL

Bob Barker

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

FlameChek Mattress, 4" Thick Core



Our heavy-duty Flame-Chek mattress delivers a combination of extra value you won't find anywhere else:

- Tested Flame Resistance.
- Longer life and greater comfort.
- Extra tough and durable.
- Easy care and cleaning. Wipes clean with soap and water, or properly diluted disinfectant - do not launder.

Click here to see our latest improvements.

Bob Barker Company, Inc. manufactures the products shown on this page. Other companies produce similar products. However, for the best quality, performance, and delivery, insist on Bob Barker's mattresses. Call us today.

Item Number	Description
PJM25754	Flame-Chek® Mattress 25" x 75" x 4" Up to 8 of these matts can ship FEDEX OR UPS GROUND, 9 or more will ship LTL Carrier - Freight Charge subject to change
PJM30754	Flame-Chek® Mattress 30" x 75" x 4" Up to 4 of these matts can ship FEDEX OR UPS GROUND, 5 or more will ship LTL Carrier - Freight Charge subject to change
PJM31774	Flame-Chek® Mattress 31" x 77" x 4" Up to 4 of these matts can ship FEDEX OR UPS GROUND, 5 or more will ship LTL Carrier - Freight Charge subject to change
PJM36754	Flame-Chek® Mattress 36" x 75" x 4" Up to 4 of these matts can ship FEDEX OR UPS GROUND, 5 or more will ship LTL Carrier - Freight Charge subject to change
PJM36804	Flame-Chek® Mattress 36" x 80" x 4" Up to 4 of these matts can ship FEDEX OR UPS GROUND, 5 or more will ship LTL Carrier - Freight Charge subject to change

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

Flame-Chek® Polyester Mattress

Item #: PJM30754

General Specs

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

Core Specs

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

Cover Specs

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

BobBarker

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

Vinyl Mattress Covers



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

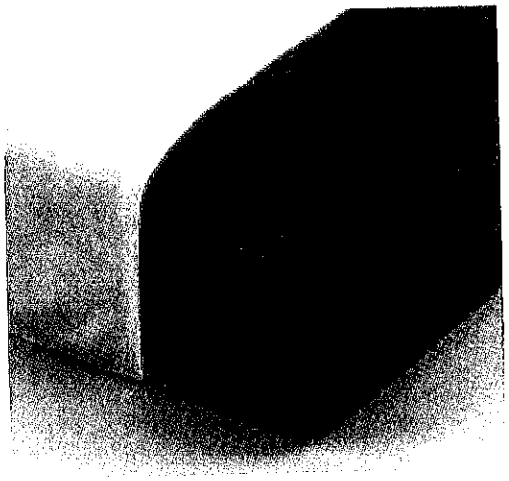
These heavy-duty vinyl laminate covers protect your mattresses, and are easy to clean. The 3-ply vinyl cover is manufactured from two layers of vinyl bonded to a tough synthetic scrim. The open-end cover slips over the mattress like a pillowcase, for quick slip-on and removal. The hem is 1/2" wide, and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

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

Bob Barker

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

Cloth Mattress Covers, White



Heavy duty cloth mattress covers protects your mattress investment. These open end covers slip over a mattress like a pillow case for quick slip-on and removal.

- Heavy Cotton/Polyester Fabric
- Machine Wash / Tumble Dry
- Multiple Sizes and Colors Available

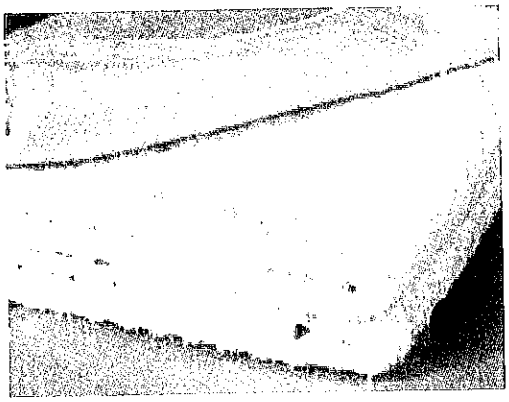
Please measure your mattress before ordering mattress covers to ensure proper fit.

Item Number	Description
HMC25306WH	Cloth Mattress Covers, White

BobBarker

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

Thermal Blankets, Snag-Free - By the Each



Closed weave discourages dismantling by inmates and also minimizes snagging in the laundry. These blankets can be autoclaved.

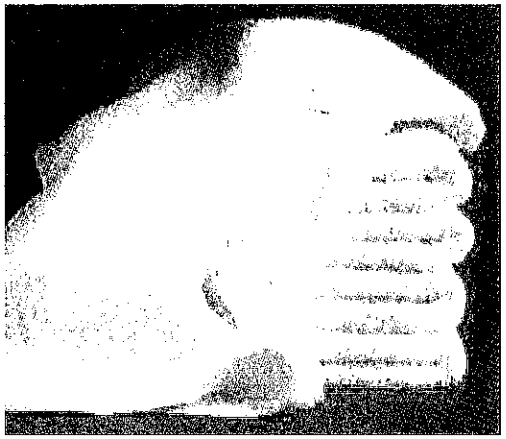
- 100% cotton
- Weight: 2.5 lbs

Item Number	Description
BLSFB	Snag-Free Thermal, Blue
BLSFG	Snag-Free Thermal, Gray
BLSFW	Snag-Free Thermal, White

BobBarker

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

White Bath Towels - Regular Grade



Regular-Grade Institutional Towels last longer

Thick, soft and absorbent, our Quality-Grade towels are made from 100% cotton dense-looped terry that holds up to institutional washing and dryings. Available in a variety of sizes and quantities. All towels are shipped machine compressed to lower your shipping costs - just wash to fluff.

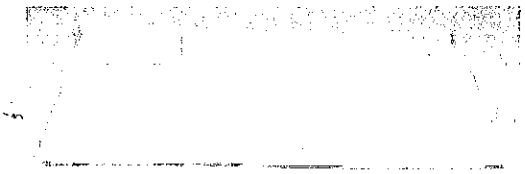
- Sold by the dozen

Item Number	Description
41400	White Bath Towel - Regular Grade 20" x 40"
41550	White Bath Towel - Regular Grade 22" x 44"
41800	White Bath Towel - Regular Grade 25" x 50"

BobBarker

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

Tie-Cord Laundry Nets



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

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

Information on sizing

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

Sold By The Dozen

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

BID# IFB19-030/YS

BID NAME:

Term County Contract for Inmate Clothing and Supplies for Jefferson County

EXpress

Bid due: 6/18/19 @ 11 AM CT

ORIGIN ID:SOPA (919) 753-1614
MELODY BALLARD
7925 PURFOY RD.
FUQUAY VARINA, NC 27526
UNITED STATES US

SHIP DATE: 14JUN19
ACTWGT: 1.00 LB
CAD: 110640779/INET4100

BILL SENDER

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

BEAUMONT TX 77701
(919) 753-1614 REF:
INV:
PO: DEPT:

FedEx Express

MON - 17 JUN 10:30A
PRIORITY OVERNIGHT

TRK# 0201 7754 8025 2373

77701
XH BPTA TX-US IAH

RECEIVED 09:57 AM JUN 17 2019

Bidder Name:
Bob Barker Company
Address: 7925 Purfoy Rd
Fuquay Varina NC
27526

SEALED BID

RT 747 ST 16

Align bottom of peel-and-stick airbill or pouch here.

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

May 20, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-030/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ 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 two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Inmate Clothing and Supplies for Jefferson County**
BID NO:	**IFB 19-030/YS**
DUE DATE/TIME:	**11:00 AM CT, Tuesday, June 18, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, 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 22, 2019 & May 29, 2019

IFB 19-030/YS
Term Contract for Inmate Clothing and Supplies for Jefferson County
Bids due: 11:00 AM CT, Tuesday, June 18, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) 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.

https://www.co.jefferson.tx.us/Purchasing/

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

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

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

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	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 two (2) 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), **unless contract is considered exempt as described below.**

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.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

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

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)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

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

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

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

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

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

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-030/YS.

Scope

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

Technical Specifications

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

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

1. Inmate Coveralls

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

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

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

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

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

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

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

2. Inmate Jackets (Unlined)

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

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

3. Inmate Jackets (Lined)

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

4. Deck Shoe with Toecap

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

5. Night Shirt (Female)

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

6. Mattress

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

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

Aircraft Seating – FAR 25.853
English Flame Law – UK 5852 Ignition Source 2
National Fire Protection Agency - #260 and #261

7. Mattress Covers (12 oz. Staph Check Vinyl Cover)

Heavy Duty 12oz-3ply vinyl that is fire retardant and bacteria resistant. Vinyl to be reinforced with nylon webbing. Vinyl is flame resistant and bacteria resistant. No Color Specified.

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

8. Mattress Covers (Heavy Weight Twill Cover)

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

9. Inmate Blanket

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

10. Inmate Bath Towel

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

11. Laundry Bag

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

12. Laundry Bag (nets)

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

Prices

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

Shipping/Handling

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

Minimum Orders

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

Quantities

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

Evaluation of Alternate Products

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

Product Substitution

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

Product Discontinuance

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

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

Random Sampling

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

Ordering Procedure

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

Delivery Time Period

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

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

Shipping Documents

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

Bidder Information Form

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

Bid Name & Number: Term Contract for Inmate Clothing and Supplies for Jefferson County, IFB 19-030/YS

Bidder's Company/Business Name: Carolina Textiles

Bidder's TAX ID Number: 20 2814598

Contact Person: Bob Jones **Title:** owner

Phone Number (with area code): 704 5251272

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): 704 5250607

Email Address: CarolinaTextiles@Net Zero.com

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

P.O. Box 11211
Address

Charlotte NC 28220
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:

Carolina Textiles

Company Name

PO Box 11241

Address

Charlotte NC 28220

City State Zip

Signature of Person Authorized to Sign

Bob Jones

Printed Name

Owner

Title

For clarification of this offer, contact:

Bob Jones

Name

7045251272 7045250607

Phone Fax

CarolinaTextileNet Zero.com

E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-030/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

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

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

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

Item	Unit	Description	Color	Size	Unit Price
4	Pair	Deck Shoe with Toecap	Navy Blue	5	$ N/3
			Navy Blue	6	$
			Navy Blue	7	$
			Navy Blue	8	$
			Navy Blue	9	$
			Navy Blue	10	$
			Navy Blue	11	$
			Navy Blue	12	$
			Navy Blue	13	$
			Navy Blue	14	$
			Navy Blue	15	$

Item	Unit	Description	Size	Unit Price
5	Each	Night Shirt – Female. No Color Specified. (Average Annual Order: 100)	Small	$ 5.09
			Medium	$ 5.09
			Large	$ 5.09
			1X	$ 5.09
			2X	$ 5.79
			3X	$ 5.79
			4X	$ 5.79
			5X	$ 5.79
			6X	$ 5.79

Item	Unit	Description	Color	Size	Unit Price
6	Each	Mattress (Average Annual Order: 300)	No Color Specified	30"x75"x4"	$ N/3
7	Each	Mattress Cover (Average Annual Order: 300-500)	No Color Specified	30"x75"x4"	$ N/3
8	Each	Mattress Cover Heavy Weight Twill	Off White	30" x 75" x 6"	N/3
9	Each	Inmate Blanket (Average Annual Order: 500-1000)	White	66"x90"	$ 8.34
10	Doz.	Inmate Bath Towel (Average Annual Order: 100-200 doz.)	White	30"x40"	$ 14.91
11	Each	Laundry Bag (Average Annual Order: 500)	White	18"x30"	$ N/3
12	Each	Laundry Bag (mesh)	White	18" x 24"	2.56

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: State of N Mexico

Address: Grants, NM

Contact Person and Title: Shelly Reeves

Phone: 505 8768418 Fax: 505 8768380

Email Address: Contract Period: Current

Scope of Work: Textiles & Clothing

REFERENCE TWO

Government/Company Name: Maryland Corr. Inst

Address: Jessup MD

Contact Person and Title: Sutti

Phone: 410 5406478 Fax: SAme

Email Address: Contract Period: Current

Scope of Work: Clothing & Textiles

REFERENCE THREE

Government/Company Name: State of Iowa

Address: 2700 Coral Ridge Ave

Contact Person and Title: Canal Materials

Phone: 319 626 4215 Fax:

Email Address: Contract Period: Current

Scope of Work: Textiles & Clothing

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.

Charles Textiles	[signature]
Bidder (Entity Name)	Signature
PO Box 11241	Bob Sons
Street & Mailing Address	Print Name
Charlotte NC 28220	6/4/19
City, State & Zip	Date Signed
704 525 1272	704 525 0607
Telephone Number	Fax Number
CharlesTextiles@Net Zero.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.**

Dowe

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.** CAN NOT FIND ANY HUB IN PART OF THES PRODUCTS.

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.

[signature]	Bob Jones
Printed Name of Authorized Representative	Signature
Owner	6/4/19
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

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): Importer of These Products
- ☐ 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): BOB JONES

Title: OWNER

Signature: Bob Jones

Date: 6/4/19

E-mail address: CAROLINATEXTILES@NET ZERO.COM

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

Name (print or type): BOB JONES

Title: OWNER

Date: 6/4/19

E-mail address: CAROLINATEXTILES@NET ZERO.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 Carolina Textiles [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Charlotte NC (city and state).

Taxpayer Identification Number (T.I.N.):	20 2814598
Company Name submitting bid/proposal:	Carolina Textiles
Mailing address:	PO Box 11241 Charlotte NC 28220
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.

House Bill 89 Verification

I, Bob Jones, the undersigned representative of (company or business name) Howell's Textiles, (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Bob Jones
Signature of Company Representative

6/10/19
Date

On this 10 day of June, 2019, personally appeared Bob Jones, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

CHRISTY L. BROCCARDO NOTARY PUBLIC SOUTH CAROLINA COMM. EXP. 05-03-2029

Christy L Broccardo
Notary Signature

6-10-19
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Charles Jeckes

Company Name

19030/YS

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

6/4/19

Date

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 South Carolina COUNTY OF York

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

"I, Bob Jones (name) am a duly authorized officer of/agent for Carolina Textiles (name of firm) and have been duly authorized to execute the foregoing on behalf of the said Carolina Textiles (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: Carolina Textiles
P.O. Box 11241 Charlotte NC 28220

Fax: 704 525 0607 Telephone# 704 525 1272

by: Bob Jones (print name) Title: Owner

Signature:

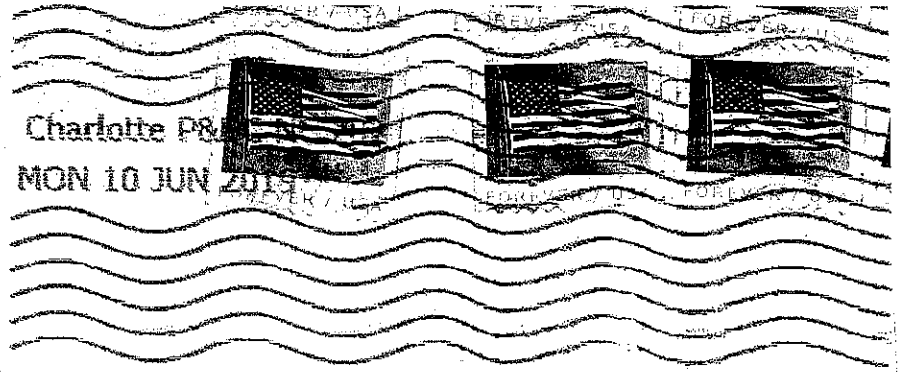
SUBSCRIBED AND SWORN to before me by the above-named Bob Jones on this the 10 day of June, 2019.

Christy L Broccardo
Notary Public in and for the State of S.C.

CHRISTY L. BROCCARDO NOTARY PUBLIC SOUTH CAROLINA COMM. EXP. 05-03-2029

Bidder Shall Return Completed Form with Offer.

Atlanta Textile,
PO Box 11201
Charlotte NC 28220



First Class Mail

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

RECEIVED 01:04 PM JUN 13 2019

Bid # 19-030/45
Opening 6/18/19 11:00 AM

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

May 20, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-030/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ 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 two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: **Term Contract for Inmate Clothing and Supplies for Jefferson County**

BID NO: **IFB 19-030/YS**

DUE DATE/TIME: **11:00 AM CT, Tuesday, June 18, 2019**

MAIL OR DELIVER TO: **Jefferson County Purchasing Department**
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, 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 22, 2019 & May 29, 2019

IFB 19-030/YS
Term Contract for Inmate Clothing and Supplies for Jefferson County
Bids due: 11:00 AM CT, Tuesday, June 18, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) 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.

https://www.co.jefferson.tx.us/Purchasing/

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

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

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

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	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 two (2) 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), **unless contract is considered exempt as described below.**

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.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

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

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)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

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

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

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

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

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

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-030/YS.

Scope

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

Technical Specifications

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

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

1. Inmate Coveralls

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

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

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

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

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

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

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

2. Inmate Jackets (Unlined)

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

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

3. Inmate Jackets (Lined)

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

4. Deck Shoe with Toecap

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

5. Night Shirt (Female)

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

6. Mattress

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

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

Aircraft Seating – FAR 25.853
English Flame Law – UK 5852 Ignition Source 2
National Fire Protection Agency - #260 and #261

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

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

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

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

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

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

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

Prices

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

Shipping/Handling

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

Minimum Orders

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

Quantities

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

Evaluation of Alternate Products

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

Product Substitution

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

Product Discontinuance

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

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

Random Sampling

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

Ordering Procedure

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

Delivery Time Period

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

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

Shipping Documents

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

Bidder Information Form

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

Bid Name & Number: Term Contract for Inmate Clothing and Supplies for Jefferson County, IFB 19-030/YS

Bidder's Company/Business Name: Goaltex Corp

Bidder's TAX ID Number: 11-3166418

Contact Person: Robert Grubman **Title:** President

Phone Number (with area code): 516-682-5775

Alternate Phone Number if available (with area code):

Fax Number (with area code): 516-682-5718

Email Address: Robert@goaltex.com

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

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:

Goaltex Corp
Company Name

146 Split Rock Rd
Address

Syosset NY 11791
City State Zip

Signature of Person Authorized to Sign

Robert Grutman
Printed Name

President
Title

For clarification of this offer, contact:

Robert Grutman
Name

516-682-5775 516-682-5718
Phone Fax

Robert@goaltex.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-030/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item	Unit	Description	Size	Unit Price			
				Yellow	Navy Blue	Orange	Red
1	Each	Inmate Coveralls (Average Annual Order: 500-1000 of each color)	X-Sm	$	$	$	$
			Small	$ NO	$	$ Bid	$
			Med	$	$	$	$
			Large	$	$	$	$
			X-L	$	$	$	$
			1X-L	$	$	$	$
			2X-L	$	$	$	$
			3X-L	$	$	$	$
			4X-L	$	$	$	$
			5X-L	$	$	$	$
			6X-L	$	$	$	$
			7X-L	$	$	$	$
			8X-L	$	$	$	$
			9X-L	$	$	$	$
			10X-L	$	$	$	$
			11X-L	$	$	$	$
			12X-L	$	$	$	$
			13X-L	$	$	$	$
			14X-L	$	$	$	$
			15X-L	$	$	$	$

Item	Unit	Description	Size	Unit Price
2	Each	Inmate Jackets (unlined)	X-Sm	$ NO Bid
			Small	$
			Med	$
			Large	$
			X-L	$
			1X-L	$
			2X-L	$
			3X-L	$
			4X-L	$
			5X-L	$
			6X-L	$

Item	Unit	Description	Size	Unit Price
3	Each	Inmate Jackets (lined)	X-Sm	$ NO Bid
			Small	$
			Med	$
			Large	$
			X-L	$
			1X-L	$
			2X-L	$
			3X-L	$
			4X-L	$
			5X-L	$
			6X-L	$

Item	Unit	Description	Color	Size	Unit Price
4	Pair	Deck Shoe with Toecap	Navy Blue	5	$ 5.68
			Navy Blue	6	$ 5.68
			Navy Blue	7	$ 5.68
			Navy Blue	8	$ 5.68
			Navy Blue	9	$ 5.68
			Navy Blue	10	$ 5.68
			Navy Blue	11	$ 5.68
			Navy Blue	12	$ 5.68
			Navy Blue	13	$ 5.68
			Navy Blue	14	$ 5.68
			Navy Blue	15	$ 5.68

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

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

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: CT DOC

Address: PO Box 290891 Wethersfield CT 06109

Contact Person and Title: Cheryl Santos Purchasing

Phone: 860-692-7779 Fax: N/A

Email Address: Cheryl.Santos@ct.gov Contract Period: Multi year - ongoing

Scope of Work: Supply inmate footwear for State agency

REFERENCE TWO

Government/Company Name: SC DOC Commissary Whse

Address: 4420 Broad River Rd Columbia SC 29210

Contact Person and Title: Larry Turner

Phone: 803-896-3915 Fax: N/A

Email Address: Turner.larry@doc.state.sc Contract Period: on going

Scope of Work: Supply inmate footwear for State facilities

REFERENCE THREE

Government/Company Name: Camden Co DOC

Address: 330 Federal Street Camden, NJ 08103

Contact Person and Title: Joe Domanski Buyer

Phone: 856-614-8094 Fax: N/A

Email Address: Joseph.Domanski@camdendoc.com Contract Period: 2yr ended 2018

Scope of Work: Supply textiles and or footwear for inmate populations

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Goaltex Corp	[signature]
Bidder (Entity Name)	Signature
146 Split Rock Rd	Robert Grubman
Street & Mailing Address	Print Name
Syosset, NY 11791	5/26/19
City, State & Zip	Date Signed
516-682-5775	516-682-5718
Telephone Number	Fax Number
Robert@goaltex.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Goaltex Corp

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

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

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

Deborah L Clark

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.

NONE

4

President — 5/21/19

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 8/7/2016

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.**

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

Robert Grutman
Printed Name of Authorized Representative

Signature

President
Title

5/21/19
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: Goalter Corp HUB: p Yes ☒ No

Address: 146 Split Rock Rd (Street) Syosset (City) NY (State) 11791 (Zip)

Phone (with area code): 516-682-5775 Fax (with area code): 516-682-5718

Project Title & No.: Term Contract for Inmate Clothing & Supplies for Jefferson Co IFB 19-030/YS

Prime Contract Amount: $ 5,800.00

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____ (Street) (City) (State) (Zip)

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

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

Description of Subcontract Work to be Performed: _____

Robert Greutman	[signature]	5/21/19
Printed Name of Contractor Representative	Signature of Representative	Date
_____	_____	_____
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: Goalter CORP HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): Male White

Address: 146 Split Rock Rd (Street) Syosset (City) NY (State) 11791 (Zip)

Phone (with area code): 516-682-5775 Fax (with area code): 516-682-5718

Project Title & No.: Term Contract Inmate clothing & Supplies for Jefferson County IFB/RFP No.: 19-030/YS

Total Contract: $ 5,800.00 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: Genesis logistics

Address: 200 Herrod Blvd (Street) Dayton (City) NJ (State) 08810 (Zip)

Contact person: Josephine Sancilio Title: Acct Rep

Phone (with area code): 609-642-1517 Fax (with area code): _____

Proposed Subcontract Amount: $ 490.00 Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: warehousing

Subcontractor Name: SAIA TRUCKING

Address: 11465 Johns Creek Pkwy (Street) Johns Creek (City) GA (State) 30097 (Zip)

Contact person: John Stankovich Title: Acct Exec

Phone (with area code): 631-901-5258 Fax (with area code): N/A

Proposed Subcontract Amount: $ 800.00 Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: trucking

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): Robert Gentman

Title: President

Signature: [signature]

Date: 5/21/19

E-mail address: Robert@goaltex.com

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

Name (print or type): Robert Gentman

Title: President

Date: 5/21/19

E-mail address: Robert@goaltex.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

☑ I certify that Goaltex Corp [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Syosset, NY (city and state).

Taxpayer Identification Number (T.I.N.):	11-3166415
Company Name submitting bid/proposal:	Goaltex Corp
Mailing address:	146 Split Rock Rd Syosset, NY 11791
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
NONE	

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

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

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, Robert Grubman, the undersigned representative of (company or business name) Goaltex Corp (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

5/31/19
Date

On this 31 day of MAY, 2019, personally appeared

Robert Grubman, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

5/31/19
Date

June E. Pipito
Notary Public, State of New York
No. 52-4836607
Qualified in Suffolk County
Commission Expires Feb. 28, 2022

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Goaltex Corp
Company Name

19-030/YS
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF New York COUNTY OF Nassau

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

on this day personally appeared Robert Grubman (name), who

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

"I, Robert Grubman (name) am a duly authorized officer of/agent

for Goaltex Corp (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Goaltex Corp (name of firm).

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

Name and address of bidder: Goaltex Corp
146 Split Rock Rd Syosset, NY 11791

Fax: 516-682-5718 Telephone# 516-682-5775

by: Robert Grubman (print name) Title: President

Signature: [signature]

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the 31 day of May, 2019.

[signature]
Notary Public in and for
the State of NY

June E. Pipito
Notary Public, State of New York
No. 52-4836687
Qualified in Suffolk County
Commission Expires Feb. 2022

Bidder Shall Return Completed Form with Offer.

[redacted]
4-2 Split Rock Rd
Syosset NY 11791

PARCEL POST

USPS RETAIL GROUND

0 Lb 15.90 Oz

1012

C064

SHIP TO:
1149 PEARL ST
BEAUMONT TX 77701-3638

USPS TRACKING NUMBER

9534 6148 4491 9157 2141 40

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

PARCEL POST

RECEIVED

Sealed Bid
IFB 19-030/YS
Term Contract for Inmate Clothing & Supplies for Jefferson County

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

May 20, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-030/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ 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 two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Inmate Clothing and Supplies for Jefferson County**
BID NO:	**IFB 19-030/YS**
DUE DATE/TIME:	**11:00 AM CT, Tuesday, June 18, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, 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

- ICS JAIL SUPPLIES, INC.
  P.O. Box 21056
  Waco, TX 76702-1056
  Phone: 800-524-5427 Fax: 254-751-0299
  www.icswaco.com
  bids@icswaco.com
  FEID # 27-1494351
  GSA Contract # GS 07F-0552U
  BuyBoard Contract Holder

Publish: Beaumont Enterprise & Port Arthur News – May 22, 2019 & May 29, 2019

IFB 19-030/YS
Term Contract for Inmate Clothing and Supplies for Jefferson County
Bids due: 11:00 AM CT, Tuesday, June 18, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) 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.

https://www.co.jefferson.tx.us/Purchasing/

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Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

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

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

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

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6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	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

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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.

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General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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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.

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Federal Tax ID: 74-2741871
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2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," commonly 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 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.

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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.

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(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).

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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.

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Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) 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), **unless contract is considered exempt as described below.**

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.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

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

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.

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

Minimum Insurance Requirements:

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

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

Workers' Compensation	Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

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

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

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

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

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

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

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Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-030/YS.

Scope

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

Technical Specifications

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

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

1. Inmate Coveralls

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

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

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

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

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

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

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

2. Inmate Jackets (Unlined)

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

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

3. Inmate Jackets (Lined)

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

4. Deck Shoe with Toecap

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

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5. Night Shirt (Female)

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

6. Mattress

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

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

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Aircraft Seating – FAR 25.853
English Flame Law – UK 5852 Ignition Source 2
National Fire Protection Agency - #260 and #261

7. Mattress Covers (12 oz. Staph Check Vinyl Cover)

Heavy Duty 12oz-3ply vinyl that is fire retardant and bacteria resistant. Vinyl to be reinforced with nylon webbing. Vinyl is flame resistant and bacteria resistant. No Color Specified.

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

8. Mattress Covers (Heavy Weight Twill Cover)

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

9. Inmate Blanket

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

10. Inmate Bath Towel

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

11. Laundry Bag

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

12. Laundry Bag (nets)

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

Prices

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

Shipping/Handling

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

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Minimum Orders

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

Quantities

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

Evaluation of Alternate Products

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

Product Substitution

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

Product Discontinuance

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

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

Random Sampling

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

Ordering Procedure

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

Delivery Time Period

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

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

Shipping Documents

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

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Bidder Information Form

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

Bid Name & Number: Term Contract for Inmate Clothing and Supplies for Jefferson County, IFB 19-030/YS

Bidder's Company/Business Name: ICS Jail Supplies, Inc.

Bidder's TAX ID Number: 27-1494351

Contact Person: Lacy Ney **Title:** Contract + Bid Manager

Phone Number (with area code): (254) 751-1516

Alternate Phone Number if available (with area code): (800) 524-5427

Fax Number (with area code): (254) 751-0299

Email Address: bids@icswaco.com

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

PO BOX 21056
Address
WACO, TX 76702
City, State, Zip Code

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): 6-11-19 NONE, _____, _____, _____.

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

ICS Jail Supplies, Inc.
Company Name

PO Box 21056
Address

Waco TX 76702
City State Zip

Signature of Person Authorized to Sign

JM Bogan III
Printed Name

Vice President
Title

For clarification of this offer, contact:

Lacy Key
Name

(800)524-5427 (254)751-0299
Phone Fax

bids@icswaco.com
E-mail

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Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-030/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

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Bid Form

Item	Unit	Description	Size	Unit Price			
				Yellow	Navy Blue	Orange	Red
1	Each	Inmate Coveralls (Average Annual Order: 500-1000 of each color)	X-Sm	$13.40	$13.40	$13.40	$13.40
			Small	$13.40	$13.40	$13.40	$13.40
			Med	$13.40	$13.40	$13.40	$13.40
			Large	$13.40	$13.40	$13.40	$13.40
			X-L	$13.40	$13.40	$13.40	$13.40
			1X-L	$13.40	$13.40	$13.40	$13.40
			2X-L	$13.40	$13.40	$13.40	$13.40
			3X-L	$14.60	$14.60	$14.60	$14.60
			4X-L	$16.63	$16.63	$16.63	$16.63
			5X-L	$17.38	$17.38	$17.38	$17.38
			6X-L	$17.38	$17.38	$17.38	$17.38
			7X-L	$17.38	$17.38	$17.38	$17.38
			8X-L	$17.38	$17.38	$17.38	$17.38
			9X-L	$17.38	$17.38	$17.38	$17.38
			10X-L	$17.38	$17.38	$17.38	$17.38
			11X-L	$17.38	$17.38	$17.38	$17.38
			12X-L	$18.96	$18.96	$18.96	$18.96
			13X-L	$18.96	$18.96	$18.96	$18.96
			14X-L	$18.96	$18.96	$18.96	$18.96
			15X-L	$18.96	$18.96	$18.96	$18.96

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Item	Unit	Description	Size	Unit Price
2	Each	Inmate Jackets (unlined)	X-Sm	$ 23.96
			Small	$ 23.96
			Med	$ 23.96
			Large	$ 23.96
			X-L	$ 23.96
			1X-L	$ 23.96
			2X-L	$ 23.96
			3X-L	$ 23.96
			4X-L	$ 25.13
			5X-L	$ 26.31
			6X-L	$ 27.49

Item	Unit	Description	Size	Unit Price
3	Each	Inmate Jackets (lined)	X-Sm	$ 29.84
			Small	$ 29.84
			Med	$ 29.84
			Large	$ 29.84
			X-L	$ 29.84
			1X-L	$ 29.84
			2X-L	$ 29.84
			3X-L	$ 29.84
			4X-L	$ 31.02
			5X-L	$ 31.02
			6X-L	$ 32.19

Item	Unit	Description	Color	Size	Unit Price
4	Pair	Deck Shoe with Toecap	Navy Blue	5	$ 7.10
			Navy Blue	6	$ 7.10
			Navy Blue	7	$ 7.10
			Navy Blue	8	$ 7.10
			Navy Blue	9	$ 7.10
			Navy Blue	10	$ 7.10
			Navy Blue	11	$ 7.10
			Navy Blue	12	$ 7.10
			Navy Blue	13	$ 7.10
			Navy Blue	14	$ 7.10
			Navy Blue	15	$ 7.10

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Item	Unit	Description	Size	Unit Price
5	Each	Night Shirt – Female. No Color Specified. (Average Annual Order: 100)	Small	$ 8.14
			Medium	$ 8.14
			Large	$ 8.14
			1X	$ 8.14
			2X	$ 9.23
			3X	$ 10.38
			4X	$ 11.54
			5X	$ 12.70
			6X	$ 13.86

Item	Unit	Description	Color	Size	Unit Price
6	Each	Mattress (Average Annual Order: 300)	No Color Specified	30"x75"x4"	$ 37.00
7	Each	Mattress Cover (Average Annual Order: 300-500)	No Color Specified	30"x75"x4"	$ 9.83
8	Each	Mattress Cover Heavy Weight Twill	Off White	30" x 75" x 6"	7.80
9	Each	Inmate Blanket (Average Annual Order: 500-1000)	White	66"x90"	$ 6.35
10	Doz.	Inmate Bath Towel (Average Annual Order: 100-200 doz.)	White	30"x40"	$ 12.80
11	Each	Laundry Bag (Average Annual Order: 500)	White	18"x30"	$ 2.65
12	Each	Laundry Bag (mesh)	White	18" x 24"	2.15

Acknowledgment of Addenda (if any): Ø as of 6-11-19

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

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Business Category: Woman Owned

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: See attached

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

ICS

www.icswaco.com

P.O. Box 21056

Waco, TX

76702-1056

REFERENCES:

Bexar County Purchasing Department
212 Stumberg, Ste. 100
San Antonio, Tx 78205
Mario Garza
210-335-1076
mgarza@bexar.org

El Paso County Criminal Justice Center
2739 East Las Vegas Street
Colorado Springs, CO 80906
Jack Rauer
719-390-2170
jackrauer@elpasoco.com

Lea County Detention Center
215 East Central 2nd Floor
Lovington, NM 88260
Chris Veesart
505-396-1175
cveesart@leacounty.net

Okaloosa County Purchasing Department
302 N Wilson Street, Ste. 203
Crestview, FL 32536
Lt. Leroy Huyghue
850-689-5690
lhuyghue@co.okaloosa.fl.us

McLennan County Jail
3201 East Hwy 6
Waco, TX 76705
Greg Woodard
254-757-2555
Greg.woodard@co.mclennan.tx.us

Nashville & Davidson County
222 3rd Ave North, Ste. 601
Nashville, TN 37201
Robert Prim
615-880-3795
rprim@dcso.nashville.org

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
~~GSA Contract # GS-07F-0552U~~
BuyBoard Contract Holder

Signature Page

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

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

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

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

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

ICS Jail Supplies, Inc.
Bidder (Entity Name)

PO Box 21056
Street & Mailing Address

Waco, TX 76702
City, State & Zip

(800) 524-5427
Telephone Number

bids@icswaco.com
E-mail Address

Signature

JM Bogan III
Print Name

12 June 19
Date Signed

(254) 751-0299
Fax Number

Bidder Shall Return Completed Form with Offer.

ICS JAIL SUPPLIES, INC.
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GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — **FORM CIQ**
For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**
ICS Jail Supplies, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**
(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

12 June 19
Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
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BuyBoard Contract Holder

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

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GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

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.

Jim Bogan III
Printed Name of Authorized Representative

Signature

Vice President
Title

12 June 19
Date

Bidder Shall Return Completed Form with Offer.

BuyBoard Cooperative Purchasing
Contract #506-16

ICS Jail Supplies, Inc.

Since 1985!!!

GSA Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

May 25, 2019

To Whom if may Concern,

ICS Jail Supplies, Inc. is a small family owned company located in Waco, TX. We stock all of our products in our warehouse to provide immeidate shipments for most orders. At this time, ICS does not solicit HUB's for subcontracting opportunities since the entire ordering process is perfomed in one central warehouse.

If you would like any further information in regards to our ordering processes please do not hesitate to contact our office.

Sincerely,

Maegan Eisenman

P.O. BOX 21056
WACO, TEXAS
76702-1056

(800) 524-5427
FAX: (254) 751-0299
SALES@ICSWACO.COM
BIDS@ICSWACO.COM
WWW.ICSWACO.COM

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FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

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.

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS-07F-0552U
BuyBoard Contract Holder

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

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www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

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.

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BuyBoard Contract Holder

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☑ Other: All items are stocked in Waco, TX at the main warehouse for ICS.

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

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: N Title: A

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): JM Bogan III

Title: Vice President

Signature: _____

Date: 12 June 19

E-mail address: bids@icswaco.com

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

Name (print or type): Stephanie Barker

Title: Accts. receivable clerk

Date: _____

E-mail address: ar@icswaco.com

ICS JAIL SUPPLIES, INC.
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www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

☑ I certify that ICS Jail Supplies, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	27-1494351
Company Name submitting bid/proposal:	ICS Jail Supplies, Inc.
Mailing address:	PO Box 21056, Waco, TX 76702
If you are an individual, list the names and addresses of any partnership of which you are a general partner: n/A	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

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P.O. Box 21056
Waco, TX 76702-1056
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www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS-07F-0552U
BuyBoard Contract Holder

House Bill 89 Verification

I, JM Bogan III, the undersigned representative of (company or business name) ICS JAIL SUPPLIES, INC. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

ICS JAIL SUPPLIES, INC.
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Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
Boy Scout Member/Veteran Owned

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

12 JUNE 19
Date

On this 12th day of June, 2019, personally appeared

JM Bogan III, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal
ERYN ELIZABETH PUTMAN
Notary Public, State of Texas
Comm. Expires 01-09-2023
Notary ID 129915546

Notary Signature

06/12/2019
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

ICS Jail Supplies, Inc.
Company Name

19-030/YS
IFB/RFP/RFQ number

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
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Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

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Bid Affidavit

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

STATE OF Texas COUNTY OF McLennan

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

on this day personally appeared JM Bogan III (name), who

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

"I, JM Bogan III (name) am a duly authorized officer of/agent

for ICS Jail Supplies, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said ICS Jail Supplies, Inc. (name of firm).

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

Name and address of bidder: ICS Jail Supplies, Inc.
PO Box 21056, Waco, TX 76702

Fax: (254) 751-0299 Telephone# (800) 524-5427

by: JM Bogan III (print name) Title: Vice President

Signature:

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

this the 12th day of June, 2019.

ERYN ELIZABETH PUTMAN
Notary Public, State of Texas
Comm. Expires 01-09-2023
Notary ID 129915546

Notary Public in and for
the State of TEXAS

Bidder Shall Return Completed Form with Offer.

ORIGIN ID:ACTA (254) 751-1566
SHIPPING WAREHOUSE
ICS JAIL SUPPLIES
5804 FRANKLIN AVE

WACO, TX 76710
UNITED STATES US

SHIP DATE: 13JUN19
ACTWGT: 3.50 LB MAN
CAD: 0349997/CAFE3211

BILL SENDER

TO **DEBORAH CLARK – PURCHASING AGENT**
JEFFERSON COUNTY PURCHASING DEPT
1149 PEARL STREET
1ST FLOOR
BEAUMONT TX 77701

REF:
INV:
PO: DEPT:

FedEx Express

MON – 17 JUN 4:30P
**** 2DAY ****

TRK# 0201 **4947 4535 5552**

RECEIVED 09:57 AM JUN 17 2019

B5 BPTA

77701
TX-US **IAH**

RECEIVED 09:57 AM JUN 17 2019

RT 747 3 A
ST 16 16:30 5552
06.17

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

May 20, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-030/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ 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 two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Inmate Clothing and Supplies for Jefferson County**
BID NO:	**IFB 19-030/YS**
DUE DATE/TIME:	**11:00 AM CT, Tuesday, June 18, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, 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 22, 2019 & May 29, 2019

IFB 19-030/YS
Term Contract for Inmate Clothing and Supplies for Jefferson County
Bids due: 11:00 AM CT, Tuesday, June 18, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) 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.

https://www.co.jefferson.tx.us/Purchasing/

6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	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

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.

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.

2.15 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.

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.

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).

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.

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

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.

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.

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

3. Inmate Jackets (Lined)

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

4. Deck Shoe with Toecap

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

5. Night Shirt (Female)

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

6. Mattress

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

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

Minimum Orders

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

Quantities

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

Evaluation of Alternate Products

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

Product Substitution

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

Product Discontinuance

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

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

Random Sampling

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

Ordering Procedure

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

Delivery Time Period

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

Bidder Information Form

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

Bid Name & Number: Term Contract for Inmate Clothing and Supplies for Jefferson County, IFB 19-030/YS

Bidder's Company/Business Name: Victory Supply LLC

Bidder's TAX ID Number: 46-1263864

Contact Person: Mariah Macham **Title:** Bids Administrator

Phone Number (with area code): 888-376-1205 ext 716

Alternate Phone Number if available (with area code): 215-248-0464

Fax Number (with area code): 931-325-5521

Email Address: mariah@victorysupplyinc.com

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

7025 Industrial Park Rd.
Address
Mount Pleasant, TN 38474
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Victory Supply LLC
Company Name

7025 Industrial Park Rd.
Address

Mount Pleasant, TN 38474
City State Zip

Signature of Person Authorized to Sign

Mariah Macham
Printed Name

Bids Administrator
Title

For clarification of this offer, contact:

Mariah Macham
Name

888-376-1205 ext 716 931-325-5521
Phone Fax

mariah@victorysupplyinc.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-030/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item	Unit	Description	Size	Unit Price			
				Yellow	Navy Blue	Orange	Red
1	Each	Inmate Coveralls (Average Annual Order: 500-1000 of each color)	X-Sm	$ No Bid	$ No Bid	$ No Bid	$ No Bid
			Small	$	$	$	$
			Med	$	$	$	$
			Large	$	$	$	$
			X-L	$	$	$	$
			1X-L	$	$	$	$
			2X-L	$	$	$	$
			3X-L	$	$	$	$
			4X-L	$	$	$	$
			5X-L	$	$	$	$
			6X-L	$	$	$	$
			7X-L	$	$	$	$
			8X-L	$	$	$	$
			9X-L	$	$	$	$
			10X-L	$	$	$	$
			11X-L	$	$	$	$
			12X-L	$	$	$	$
			13X-L	$	$	$	$
			14X-L	$	$	$	$
			15X-L	$	$	$	$

Item	Unit	Description	Size	Unit Price
2	Each	Inmate Jackets (unlined)	X-Sm	$ No Bid
			Small	$
			Med	$
			Large	$
			X-L	$
			1X-L	$
			2X-L	$
			3X-L	$
			4X-L	$
			5X-L	$
			6X-L	$

Item	Unit	Description	Size	Unit Price
3	Each	Inmate Jackets (lined)	X-Sm	$ 13.94
			Small	$ 13.94
			Med	$ 13.94
			Large	$ 13.94
			X-L	$ 13.94
			1X-L	$ 13.94
			2X-L	$ 13.94
			3X-L	$ 13.94
			4X-L	$ 13.94
			5X-L	$ 13.94
			6X-L	$ 13.94

Item	Unit	Description	Color	Size	Unit Price
4	Pair	Deck Shoe with Toecap	Navy Blue	5	$ 4.74
			Navy Blue	6	$ 4.74
			Navy Blue	7	$ 4.74
			Navy Blue	8	$ 4.74
			Navy Blue	9	$ 4.74
			Navy Blue	10	$ 4.74
			Navy Blue	11	$ 4.74
			Navy Blue	12	$ 4.74
			Navy Blue	13	$ 4.74
			Navy Blue	14	$ 4.74
			Navy Blue	15	$ 4.74
Item	**Unit**	**Description**		**Size**	**Unit Price**
5	Each	Night Shirt – Female. No Color Specified. (Average Annual Order: 100)		Small	$ 5.24
				Medium	$ 5.24
				Large	$ 5.24
				1X	$ 5.24
				2X	$ 5.24
				3X	$ 6.49
				4X	$ 6.49
				5X	$ 6.49
				6X	$ 6.49
Item	**Unit**	**Description**	**Color**	**Size**	**Unit Price**
6	Each	Mattress (Average Annual Order: 300)	No Color Specified	30"x75"x4"	$ No Bid
7	Each	Mattress Cover (Average Annual Order: 300-500)	No Color Specified	30"x75"x4"	$ No Bid
8	Each	Mattress Cover Heavy Weight Twill	Off White	30" x 75" x 6"	$4.83
9	Each	Inmate Blanket (Average Annual Order: 500-1000)	White	66"x90"	$ 5.24
10	Doz.	Inmate Bath Towel (Average Annual Order: 100-200 doz.)	White	30"x40"	$ 9.74
11	Each	Laundry Bag (Average Annual Order: 500)	White	18"x30"	$ 28.97/dz 2.4142 ea
12	Each	Laundry Bag (mesh)	White	18" x 24"	$2.00 ea

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Maricopa County Sheriff's Office

Address: 319 W. Buchanan St. Phoenix, AZ 85003

Contact Person and Title: Karen Gaddis, General Manager

Phone: 602-506-3317 Fax: NA

Email Address: k.gaddis@mcso.maricopa.gov Contract Period: Since 2014

Scope of Work: Provide inmate clothing, footwear, and linens

REFERENCE TWO

Government/Company Name: Contra Costa County Probation

Address: 202 Glacier Dr. Martinez, CA 94553

Contact Person and Title: Don DuBois, Buyer

Phone: 925-957-5300 Fax: NA

Email Address: dondubois@prob.cccounty.us Contract Period: Since 2012

Scope of Work: Provide inmate clothing, footwear, and linens

REFERENCE THREE

Government/Company Name: Denver Women's Correctional Facility

Address: 3600 Havana St. Denver, CO 80239

Contact Person and Title: William Chapman

Phone: 303-307-2730 Fax: NA

Email Address: william.chapman@state.co.us Contract Period: Since 2017

Scope of Work: Provide inmate clothing, footwear, and linens

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Victory Supply LLC	
Bidder (Entity Name)	Signature
7025 Industrial Park Rd.	Mariah Macham
Street & Mailing Address	Print Name
Mount Pleasant, TN 38474	06/13/2019
City, State & Zip	Date Signed
888-376-1205	931-325-5521
Telephone Number	Fax Number
sales@victorysupplyinc.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.**
Victory Supply LLC

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.**
NA
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 NA

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 NA

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 NA

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

10-13-19
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.

Mariah Macham
Printed Name of Authorized Representative

Signature

Bids Administrator
Title

06/13/2019
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: Victory Supply LLC HUB: ☑ Yes ☐ No

Address: 7025 Industrial Park Rd. (Street) Mount Pleasant (City) TN (State) 38474 (Zip)

Phone (with area code): 888-376-1205 Fax (with area code): 931-325-5521

Project Title & No.: IFB 19-030/YS Inmate Clothing & Supplies

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:

Mariah Macham
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: Victory Supply LLC HUB: ☑ Yes ☐ No

HUB Status (Gender & Ethnicity): Woman-owned; non-minority

Address: 7025 Industrial Park Rd. (Street) Mount Pleasant (City) TN (State) 38474 (Zip)

Phone (with area code): 888-376-1205 Fax (with area code): 931-325-5521

Project Title & No.: IFB 19-030/YS Inmate Clothing & Supplies IFB/RFP No.: IFB 19-030/YS Inmate Clothing & Supplies

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:

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 are a small, woman-owned company ourselves. We would entirely self-perform 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: NA- all self performed

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): Mariah Macham

Title: Bids Administrator

Signature: [signature]

Date: 06/13/2019

E-mail address: mariah@victorysupplyinc.com

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

Name (print or type): Kathleen Scharrer

Title: Customer Service, Key Accounts

Date: 06/13/2019

E-mail address: sales@victorysupplyinc.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 Victory Supply LLC [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Mount Pleasant TN (city and state).

Taxpayer Identification Number (T.I.N.):	46-1263864
Company Name submitting bid/proposal:	Victory Supply LLC
Mailing address:	7025 Industrial Park Rd. Mount Pleasant, TN 38474
If you are an individual, list the names and addresses of any partnership of which you are a general partner: NA	

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

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

House Bill 89 Verification

I, Kathleen Trommer, the undersigned representative of (company or business name) Victory Supply LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

6/13/19
Date

On this 13th day of June, 2019, personally appeared

Kathleen Trommer, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

COMMONWEALTH OF KENTUCKY
MARIAH A. MACHAM
NOTARY PUBLIC
KENTUCKY, STATE AT LARGE
NOTARY ID 588916
MY COMMISSION EXPIRES 10/18/2021

Notary Signature

6-13-19
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Victory Supply LLC
Company Name

IFB 19-030/YS Inmate Clothing & Supplies
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

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 Kentucky COUNTY OF Fayette

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

on this day personally appeared Kathleen Trommer (name), who

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

"I, Kathleen Trommer (name) am a duly authorized officer of/agent

for Victory Supply LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Victory Supply 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: Victory Supply LLC

7025 Industrial Park Rd. Mount Pleasant, TN 38474

Fax: 931-325-5521 Telephone# 888-376-1205

by: Kathleen Trommer (print name) Title: President

Signature:

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

this the 13th day of June, 2019.

COMMONWEALTH OF KENTUCKY
MARIAH A. MACHAM
NOTARY PUBLIC
KENTUCKY, STATE AT LARGE
NOTARY ID 588916
MY COMMISSION EXPIRES 10/18/2021

Notary Public in and for
the State of Kentucky

Bidder Shall Return Completed Form with Offer.



RECEIVED 10:29 AM JUN 17 2019

Original

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, County Purchasing Agent

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

LEGAL NOTICE

Advertisement for Invitation for Bids

May 20, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-030/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ 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 two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Inmate Clothing and Supplies for Jefferson County**
BID NO:	**IFB 19-030/YS**
DUE DATE/TIME:	**11:00 AM CT, Tuesday, June 18, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, 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 22, 2019 & May 29, 2019

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

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IFB 19-030/YS
Term Contract for Inmate Clothing and Supplies for Jefferson County
Bids due: 11:00 AM CT, Tuesday, June 18, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) 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.

https://www.co.jefferson.tx.us/Purchasing/

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

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

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

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	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 two (2) 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), **unless contract is considered exempt as described below.**

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.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

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

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)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

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

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

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

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

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

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-030/YS.

Scope

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

Technical Specifications

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

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

1. Inmate Coveralls

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

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

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

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

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

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

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

2. Inmate Jackets (Unlined)

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

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

3. Inmate Jackets (Lined)

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

4. Deck Shoe with Toecap

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

5. Night Shirt (Female)

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

6. Mattress

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

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

Aircraft Seating – FAR 25.853
English Flame Law – UK 5852 Ignition Source 2
National Fire Protection Agency - #260 and #261

7. Mattress Covers (12 oz. Staph Check Vinyl Cover)

Heavy Duty 12oz-3ply vinyl that is fire retardant and bacteria resistant. Vinyl to be reinforced with nylon webbing. Vinyl is flame resistant and bacteria resistant. No Color Specified.

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

8. Mattress Covers (Heavy Weight Twill Cover)

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

9. Inmate Blanket

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

10. Inmate Bath Towel

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

11. Laundry Bag

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

12. Laundry Bag (nets)

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

Prices

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

Shipping/Handling

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

Minimum Orders

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

Quantities

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

Evaluation of Alternate Products

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

Product Substitution

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

Product Discontinuance

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

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

Random Sampling

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

Ordering Procedure

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

Delivery Time Period

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

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

Shipping Documents

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

Bidder Information Form

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

Bid Name & Number: Term Contract for Inmate Clothing and Supplies for Jefferson County, IFB 19-030/YS

Bidder's Company/Business Name: Charm-Tex

Bidder's TAX ID Number: 11-2582405

Contact Person: Stan Danzger **Title:** VP of sales

Phone Number (with area code): (718) 252-8100

Alternate Phone Number if available (with area code): (800) 221-3147

Fax Number (with area code): (718) 258-8303

Email Address: stan@charm-tex.com

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

1618 Coney Island Ave
Address

Brooklyn NY 11230
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): 0, _____, _____, _____.

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

Charm-Tex
Company Name

1618 Coney Island Ave
Address

Brooklyn NY 11230
City State Zip

Signature of Person Authorized to Sign

Stan Danzger
Printed Name

VP of sales
Title

For clarification of this offer, contact:

Stan Danzger
Name

(718) 252-8100 (718) 258-8303
Phone Fax

stan@charm-tex.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-030/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item	Unit	Description	Size	Unit Price			
				Yellow	Navy Blue	Orange	Red
1	Each	Inmate Coveralls (Average Annual Order: 500-1000 of each color)	X-Sm	$ N/B	$ N/B	$ N/B	$ N/B
			Small	$ 13.90	$ 13.90	$ 13.90	$ 13.90
			Med	$ 13.90	$ 13.90	$ 13.90	$ 13.90
			Large	$ 13.90	$ 13.90	$ 13.90	$ 13.90
			X-L	$ 13.90	$ 13.90	$ 13.90	$ 13.90
			1X-L	$ 13.90	$ 13.90	$ 13.90	$ 13.90
			2X-L	$ 13.90	$ 13.90	$ 13.90	$ 13.90
			3X-L	$ 14.36	$ 14.36	$ 14.36	$ 14.36
			4X-L	$ 14.72	$ 14.72	$ 14.72	$ 14.72
			5X-L	$ 15.54	$ 15.54	$ 15.54	$ 15.54
			6X-L	$ 15.90	$ 15.90	$ 15.90	$ 15.90
			7X-L	$ 16.18	$ 16.18	$ 16.18	$ 16.18
			8X-L	$ 16.72	$ 16.72	$ 16.72	$ 16.72
			9X-L	$ 17.18	$ 17.18	$ 17.18	$ 17.18
			10X-L	$ 17.54	$ 17.54	$ 17.54	$ 17.54
			11X-L	$ 17.90	$ 17.90	$ 17.90	$ 17.90
			12X-L	$ 18.90	$ 18.90	$ 18.90	$ 18.90
			13X-L	$ 19.90	$ 19.90	$ 19.90	$ 19.90
			14X-L	$ 20.90	$ 20.90	$ 20.90	$ 20.90
			15X-L	$ 21.90	$ 21.90	$ 21.90	$ 21.90

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

Item	Unit	Description	Size	Unit Price
3	Each	Inmate Jackets (lined)	X-Sm	$ N/B
			Small	$ 14.90
			Med	$ 14.90
			Large	$ 14.90
			X-L	$ 14.90
			1X-L	$ 14.90
			2X-L	$ 15.54
			3X-L	$ 15.90
			4X-L	$ 16.54
			5X-L	$ 16.90
			6X-L	$ 17.54

Item	Unit	Description	Color	Size	Unit Price
4	Pair	Deck Shoe with Toecap	Navy Blue	5	$ 4.72
			Navy Blue	6	$ 4.72
			Navy Blue	7	$ 4.72
			Navy Blue	8	$ 4.72
			Navy Blue	9	$ 4.72
			Navy Blue	10	$ 4.72
			Navy Blue	11	$ 4.72
			Navy Blue	12	$ 4.72
			Navy Blue	13	$ 4.72
			Navy Blue	14	$ 4.72
			Navy Blue	15	$ 4.72

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

Item	Unit	Description	Color	Size	Unit Price
6	Each	Mattress (Average Annual Order: 300)	No Color Specified	30"x75"x4"	$ 41.90
7	Each	Mattress Cover (Average Annual Order: 300-500)	No Color Specified	30"x75"x4"	$ 12.90
8	Each	Mattress Cover Heavy Weight Twill	Off White	30" x 75" x 6"	5.54
9	Each	Inmate Blanket (Average Annual Order: 500-1000)	White	66"x90"	$ 46.36
10	Doz.	Inmate Bath Towel (Average Annual Order: 100-200 doz.)	White	30"x40"	$ 10.90
11	Each	Laundry Bag (Average Annual Order: 500)	White	18"x30"	$ 1.97
12	Each	Laundry Bag (mesh)	White	18" x 24"	1.66

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Please see list attached!

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Christian County Jail
410 W. 7th Street, Hopkinsville KY 42240
Contact Name: Captain Davy Burd
Phone: 270-887-4152
Email: davy.burd@ccjail.org

San Francisco Sheriff
850 Bryant Street, San Francisco CA 94103
Contact Name: Chong Low
Phone: 415-553-1056
Email: szu.low@sfgov.org

Alachua County Jail
3333 NE 39th Ave, Gainesville FL 32609
Contact Name: Kris Allfrey
Phone: 352-491-4560
Email: kallfrey@acso.us

Madison County Jail
815 Wheeler Ave, Huntsville AL 35801
Contact Name: Paul Ferguson
Phone: 256-519-4824
Email: pferguson@co.madison.al.us

City & County of Denver
Contact Name: Angel Ortiz
10500 E. Smith Road, Denver CO 80239
Phone: 720-913-4128
Email: angel.ortiz@denvergov.org

Company Name: St. Louis City Justice Center
Address: 200 South Tucker Blvd., St. Louis MO 63102
Contact: Janice Evans
Phone: 314-621-5848
Email: Evansja@stlouis-mo.gov

Signature Page

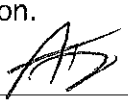
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

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

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

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

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

Charm-Tex Bidder (Entity Name)	 Signature
1618 Coney Island Ave Street & Mailing Address	Stan Danzger Print Name
Brooklyn NY 11230 City, State & Zip	5/24/19 Date Signed
(718) 252-8100 Telephone Number	(718) 258-8303 Fax Number
stan@charm-tex.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.**

NONE

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

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

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

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____
Signature of vendor doing business with the governmental entity

5/24/19
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** NONE!

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 ... dent industry standards, divide the contract work into the smallest feas... llow for maximum HUB Subcontractor participation?
☐ Yes	☑ No	2.	**Notify** in writing a reasonable number of HUBs, allo... r effective participation of the planned work to be subc...
☐ Yes	☑ No	3.	**Provide** HUBs that were genuinely interested in ... tor, adequate information regarding the project (i.e., p... pe of work, bonding and insurance requirements, and ... in the Prime Contractor/Consultant's organization)?
☐ Yes	☑ No	4.	**Negotiate** in good faith with interested HUBs, and not reject ... m 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.** The goods on this contract are directly made by our company & not by subcontractors

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

Stan Danzger
Printed Name of Authorized Representative

Signature

VP of sales
Title

5/24/19
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Stan Danger	[signature]	5/24/19
Printed Name of Contractor Representative	Signature of Representative	Date
None		
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 don't subcontract- we manufacture all items ourselves!

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): Stan Darrah

Title: VP of Sales

Signature: [signature]

Date: 6/12/19

E-mail address: stan@charm-tex.com

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

Name (print or type): Caryn Schumer

Title: Accounts Rep

Date: 6/12/19

E-mail address: CARYN@CHARM-TEX.COM

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

☑ I certify that Charm-Tex [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Brooklyn, NY (city and state).

Taxpayer Identification Number (T.I.N.):	11-258 2405
Company Name submitting bid/proposal:	Charm-Tex
Mailing address:	1018 Coney Island Ave Brooklyn NY 11230
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

* 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.

House Bill 89 Verification

I, Stan Danzger, the undersigned representative of (company or business name) Charm-Tex (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

5/24/19
Date

On this 24 day of May, 20 19, personally appeared Stan Danzger, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

SHMUEL DANZGER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DA6370248
Qualified in Kings County
Commission Expires January 29, 2022

Notary Signature

5/24/19
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Charm-Tex

Company Name

19-030/YS

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

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 NY COUNTY OF Kings

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

on this day personally appeared Stan Danzger (name), who

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

"I, Stan Danzger (name) am a duly authorized officer of/agent

for Charm-Tex (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Charm-Tex (name of firm).

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

Name and address of bidder: Charm-Tex
1018 Coney Island Ave Brooklyn NY 11230

Fax: (718)258-8303 Telephone#(718)252 8100

by: Stan Danzger (print name) Title: VP of sales

Signature:

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

this the 24 day of May, 2019.

SHMUEL DANZGER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DA6370248
Qualified in Kings County
Commission Expires January 29, 2022

Notary Public in and for
the State of

Bidder Shall Return Completed Form with Offer.

LTR 1 OF 1

FROM:
BEN
(718) 252-8100
CHARM-TEX
1618 CONEY ISLAND AVE
BROOKLYN NY 11230

TX 777 0-01

UPS NEXT DAY AIR
TRACKING #: 1Z 142 462 01 4914 7609

1

SHIP TO:

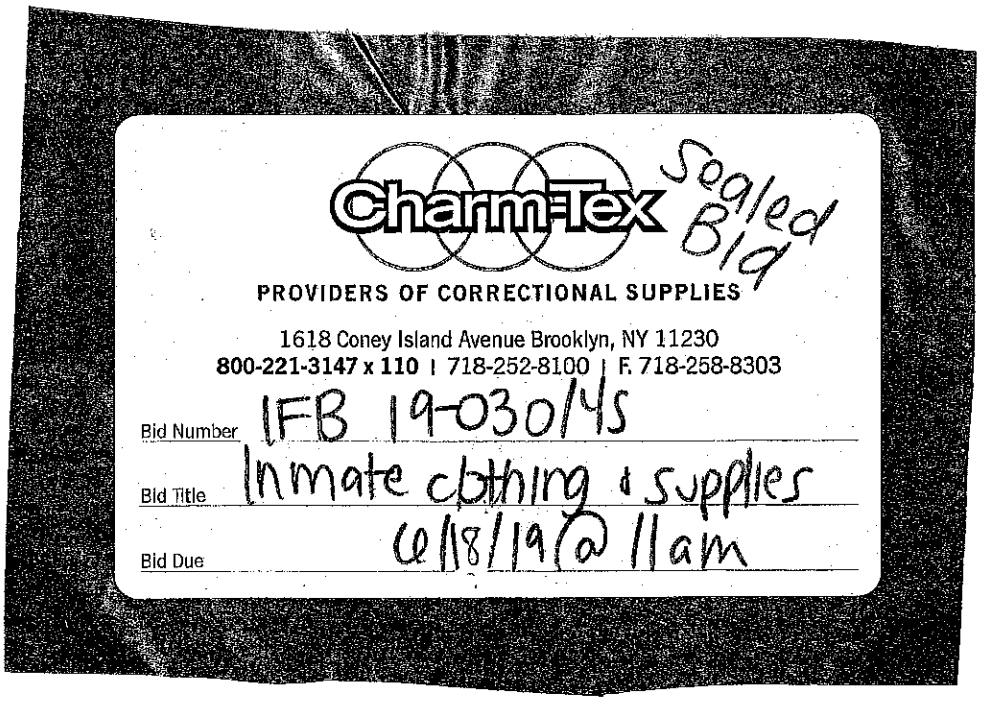
JEFFERSON COUNTY PURCHASING DEPT
INMATE CLOTHING & SUPPLIES
IFB 19-030/YS DUE: 6/18/19 @ 11AM
1149 PEARL STREET, FIRST FLOOR
BEAUMONT TX 77701

BILLING: P/P

RECEIVED 10:29 AM JUN 17 2019

WS 21.0.23 HP LaserJet P 12.0A 04/2019

Fold here and place in label pouch



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

May 20, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-030/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ 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 two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Inmate Clothing and Supplies for Jefferson County**
BID NO:	**IFB 19-030/YS**
DUE DATE/TIME:	**11:00 AM CT, Tuesday, June 18, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, 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 22, 2019 & May 29, 2019

IFB 19-030/YS
Term Contract for Inmate Clothing and Supplies for Jefferson County
Bids due: 11:00 AM CT, Tuesday, June 18, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) 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.

https://www.co.jefferson.tx.us/Purchasing/

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

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

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

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	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 (l) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (l) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as

appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) 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), **unless contract is considered exempt as described below.**

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.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

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)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-030/YS.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate clothing and supplies for use by the Jefferson County Correctional Facility.

Technical Specifications

All garments must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defective stitching, raw edges or loose threads. Garments not properly sewn or without adequate seams and hems will be rejected.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the products as requested.

1. Inmate Coveralls

Coveralls, raglan short sleeves. All seams 3 needle felled. Elastic back with woven heat resistant 1 1/2" elastic, to be sewn with 4 rows of stitching. Coverall shall be jointed at waist both front and back with 3 needle fell seams. There shall be one pocket over the left breast, double stitched and bar tacked. Six snap front to be 24 brass nickel plated guaranteed not to rust. Stainless steel snaps and/or grippers are not acceptable. The crotch shall be 3 needle lock stitched and have 2 bar tacks. The lapel shall extend to the raglan sleeve seam and be bar tacked where collar, lapel and raglan seam meet. Fabric shall be 7 1/2oz twill, 65% polyester/ 35% combed cotton. Fabric shall be industrial laundry finish, maximum shrinkage: 3%. Labels shall be woven polyester, 2 1/2" x 1 1/4", color coded by size. All 3 needle seams shall be cleanly finished and have no raw edges. All thread to be the same color as the garment. Sizes: X-Sm – 15X-L.

"COUNTY JAIL" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

Vendor shall supply with the bid a sample coverall in either orange or yellow and a color swatch for the other coverall colors. Samples not will not be returned. If cloth is different for each color coverall, a sample of each coverall shall be required.

Colors: Yellow – with "COUNTY JAIL" in 3" black lettering

Navy Blue – with "COUNTY JAIL" in 3" white lettering

Orange – with "COUNTY JAIL" in 3" white lettering

Red – with "COUNTY JAIL" in 3" white lettering

2. Inmate Jackets (Unlined)

65% Poly/35% cotton denim, 7.5 oz., no lining.
Color: Orange
Machine washable
Five thread serger stitching, 12 inches per inch.

Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length. **"COUNTY JAIL"** shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

3. Inmate Jackets (Lined)

65% Poly/35% cotton denim, 7.5 oz., no lining.
Color: Orange
Machine washable
Five thread serger stitching, 12 inches per inch.
Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length.
100% polyester, shrink-resistant blanket lining
"COUNTY JAIL" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

4. Deck Shoe with Toecap

Slip on style, upper heavy weight canvas, 11oz or heavier cotton duck.
Elastic twin gore
Insole 6oz cotton sewn in
Extra thick basketball type sole, textured rubber, brown color
Heel 2 ply counter
Protective textured foxing
Sizes: Men 4-15, and Female starting size 6
Packed in cases of 12 or 24
Color: Navy

5. Night Shirt (Female)

Slip-over style, polyester/cotton fabric, industrial grade laundry fabric.
Sizes: Small – 6X. No Color Specified.

6. Mattress

Densified Polycore Mattress, Size: 30" x 75" x 4".
100% polyester densified batting.
No Color Specified.

Mattress to meet or exceed these tests:
State of California Penal Mattress Fire Safety Test – Laboratory report No. SP-80-1
National Bureau of Standards NBSIR77-1290 burn test under actual fire conditions. Standards were established to determine amount of toxic gasses present, amount of smoke present, degrees of temperature, and heat flux, ability of material to support combustion, and fire growth potential (flashover).
California Standard Bulletin 117 – testing the fire resistance of the resilient filling materials by vertical open flame test and horizontal cigarette test (DOC FF4-72).
ASTM D-1692 – rate of burning or extent of burning of cellular plastics using a supported specimen of horizontal screen.
DOC FF4-72 – flammability standard of mattresses.
ASTME-162 – surface flammability of materials using a radiant heat source.
Technical Bulletin 121 – "Flammability Test Procedure for Mattresses for use in High Risk Occupancies", State of California.
Motor Vehicle – MV 302

Aircraft Seating – FAR 25.853
English Flame Law – UK 5852 Ignition Source 2
National Fire Protection Agency - #260 and #261

7. Mattress Covers (12 oz. Staph Check Vinyl Cover)

Heavy Duty 12oz-3ply vinyl that is fire retardant and bacteria resistant. Vinyl to be reinforced with nylon webbing. Vinyl is flame resistant and bacteria resistant. No Color Specified.

Vinyl Cover must meet or exceed these tests:
Antimicrobial to protect the fabric – Test NYS63
Weight, oz. per sq. yd. – ASTM D3776
Flame Resistance – ASTM D6413
Cigarette Ignition – 16 CFR Part 1632
Breaking Strength, lbs. – ASTM D5034
Tear Strength, lbs. – ASTM D751/A
Adhesion (peel) lbs. / 2 inches – ASTM D751/Peel adhesion
Surface Resistivity, OHMS/SQ – AATCC 76
Seam Construction: all seams shall face the inside, except the end seam. Seams should be double needle lock stitched and sewn with a heavy gauge nylon thread to prevent inmate destruction.

8. Mattress Covers (Heavy Weight Twill Cover)

Heavy duty twill (6-8 oz.), color: off-white, to fit like an oversized pillow case (slip on to mattress), size: 30" x 75" x 6" (to fit mattresses 30" x 75" x 4" or 6"), must be able to withstand institutional washing and drying cycles.

9. Inmate Blanket

White color, 100% cotton material, closed weave to prevent snagging and discourage dismantling, size 66" x 90", weight, 3 lbs., per blanket or greater.

10. Inmate Bath Towel

White color, 100% cotton material, dense-looped terry, size 20" x 40", weight 5.5 lbs., per dozen.

11. Laundry Bag

White color, 100% knitted polyester material, withstands bleach, size 18" x 30", pull lock (with draw string) – closure style.

12. Laundry Bag (nets)

White color, 100% polyester mesh (with holes to allow for air and water exchange), size 18" x 24", tie-cord closure, with cloth ID tag.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items

specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: Term Contract for Inmate Clothing and Supplies for Jefferson County, IFB 19-030/YS

Bidder's Company/Business Name: GREEN MOUNTAIN KNITTING (GMK)

Bidder's TAX ID Number: 03-0362265

Contact Person: DANNY MOREL **Title:** BUSINESS DEVELOPMENT DIRECTOR

Phone Number (with area code): 800-361-1190

Alternate Phone Number if available (with area code): 809-994-1525

Fax Number (with area code): 514-495-1629

Email Address: DMOREL@CALKOGROUP.COM

Mailing Address (Please provide a physical address for bid bond return, if applicable):

28 INDUSTRIAL DRIVE
Address

MILTON, VT, 05468
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:

GREEN MOUNTAIN KNITTING
Company Name

28 INDUSTRIAL DR.
Address

MILTON VT. 05468
City State Zip

Signature of Person Authorized to Sign

JEFF AMOS.
Printed Name

PRESIDENT
Title

For clarification of this offer, contact:

DANNY MOREL
Name

800-361-1190 514-495-1629
Phone Fax

DMOREL@CALKOGROUP.COM
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Inmate Clothing and Supplies for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 19-030/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item	Unit	Description	Size	Unit Price			
				Yellow	Navy Blue	Orange	Red
1	Each	Inmate Coveralls (Average Annual Order: 500-1000 of each color)	X-Sm	$16.25	$16.25	$16.25	$16.25
			Small	$16.25	$16.25	$16.25	$16.25
			Med	$16.25	$16.25	$16.25	$16.25
			Large	$16.25	$16.25	$16.25	$16.25
			X-L	$16.25	$16.25	$16.25	$16.25
			1X-L	$16.25	$16.25	$16.25	$16.25
			2X-L	$20.50	$20.50	$20.50	$20.50
			3X-L	$20.50	$20.50	$20.50	$20.50
			4X-L	$23.40	$23.40	$23.40	$23.40
			5X-L	$23.40	$23.40	$23.40	$23.40
			6X-L	$25.80	$25.80	$25.80	$25.80
			7X-L	$28.00	$28.00	$28.00	$28.00
			8X-L	$28.00	$28.00	$28.00	$28.00
			9X-L	$28.00	$28.00	$28.00	$28.00
			10X-L	$31.00	$31.00	$31.00	$31.00
			11X-L	$31.00	$31.00	$31.00	$31.00
			12X-L	$31.00	$31.00	$31.00	$31.00
			13X-L	$31.00	$31.00	$31.00	$31.00
			14X-L	$31.00	$31.00	$31.00	$31.00
			15X-L	$31.00	$31.00	$31.00	$31.00

Item	Unit	Description	Size	Unit Price
2	Each	Inmate Jackets (unlined)	X-Sm	$ 11.50
			Small	$ 11.50
			Med	$ 11.50
			Large	$ 11.50
			X-L	$ 11.50
			1X-L	$ 11.50
			2X-L	$ 11.50
			3X-L	$ 12.00
			4X-L	$ 12.50
			5X-L	$ 12.50
			6X-L	$ 12.50

Item	Unit	Description	Size	Unit Price
3	Each	Inmate Jackets (lined)	X-Sm	$ 13.00
			Small	$ 13.00
			Med	$ 13.00
			Large	$ 13.00
			X-L	$ 13.00
			1X-L	$ 13.00
			2X-L	$ 13.00
			3X-L	$ 14.00
			4X-L	$ 14.50
			5X-L	$ 14.50
			6X-L	$ 14.50

Item	Unit	Description	Color	Size	Unit Price
4	Pair	Deck Shoe with Toecap NO BID	Navy Blue	5	$
			Navy Blue	6	$
			Navy Blue	7	$
			Navy Blue	8	$
			Navy Blue	9	$
			Navy Blue	10	$
			Navy Blue	11	$
			Navy Blue	12	$
			Navy Blue	13	$
			Navy Blue	14	$
			Navy Blue	15	$

Item	Unit	Description	Size	Unit Price
5	Each	Night Shirt – Female. No Color Specified. (Average Annual Order: 100) No Bid	Small	$
			Medium	$
			Large	$
			1X	$
			2X	$
			3X	$
			4X	$
			5X	$
			6X	$

Item	Unit	Description	Color	Size	Unit Price
6	Each	Mattress (Average Annual Order: 300)	No Color Specified	30"x75"x4"	$
7	Each	Mattress Cover (Average Annual Order: 300-500)	No Color Specified	30"x75"x4"	$
8	Each	Mattress Cover Heavy Weight Twill	Off White	30" x 75" x 6"	
9	Each	Inmate Blanket (Average Annual Order: 500-1000) NO BID	White	66"x90"	$
10	Doz.	Inmate Bath Towel (Average Annual Order: 100-200 doz.)	White	30"x40"	$
11	Each	Laundry Bag (Average Annual Order: 500)	White	18"x30"	$
12	Each	Laundry Bag (mesh)	White	18" x 24"	

Acknowledgment of Addenda (if any): N/A.

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: TDCJ

Address: P.O. Box 4018 Huntsville TX. 77342

Contact Person and Title:

Phone: 936-437-6929 Fax: 936-437-6290

Email Address: SUSAN.LEMEL@TDCJ.TEXAS.GOV Contract Period: 2012 - 2019 (STILL ACTIVE)

Scope of Work: PROVIDE TWILL TAPE FABRIC FOR WORK PROGRAM

REFERENCE TWO

Government/Company Name: AVCOM HEALTHCARE PRODUCTS

Address: 2750 113TH STREET, GRAND PRAIRIE, TEXAS 75050

Contact Person and Title: SCOTT WALKER

Phone: 817-551-0595 Fax: 817-929-9347

Email Address: SCOTT@AVCOLHEALTH.COM Contract Period: OPEN CONTRACT. 2-4 YEAR CUSTOMER

Scope of Work: CONTRACT TO SUPPLY MEDICAL DISPOSIBLE PRODUCTS. PRIMARILY BANDAGE

REFERENCE THREE

Government/Company Name: VF Corporation

Address: P.O. Box 291932 Nashville TN. 37229

Contact Person and Title: PEGGY EASTRIDGE, SUPPLY CHAIN MATERIAL DEVELOPER

Phone: 336-424-6240 Fax: N/A.

Email Address: PEGGY_EASTRIDGE@VFC.COM Contract Period: OPEN CONTRACT. 10+ YEARS.

Scope of Work: SUPPLY COMPONENTS FOR UNIFORMS AND IMAGEWEAR

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.

Green Mountain Awning	
Bidder (Entity Name)	Signature
23 Industrial Drive	Jeff Amous
Street & Mailing Address	Print Name
Milton, VT. 05468	14 June, 2019
City, State & Zip	Date Signed
800-361-1190	514-495-1629
Telephone Number	Fax Number
JAmous@Calkoagroup.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.**

   GREEN MOUNTAIN KNITTING

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.**

   DEBORAH L CLARK

   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.

   BUSINESS RELATIONSHIP, THE PERSON NAMED IS THE PURCHASING AGENT OF A CONTRACT WE ARE BIDDING

4.

   Signature of vendor doing business with the governmental entity

   14 JUNE, 2019

   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.** NO SUBCONTRACTOR TO BE USED.

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.

JEFF AYERS
Printed Name of Authorized Representative

Signature

PRESIDENT
Title

14 JUNE, 2019
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: Green Mountain Knitting HUB: p Yes (p No)

Address: 28 Industrial Drive Milton VT 05468
Street City State Zip

Phone (with area code): 800-361-1190 Fax (with area code): 514-495-1629

Project Title & No.: Term Contract for Inmate Clothing + Supplies for Jefferson County IFB-19-030/YS

Prime Contract Amount: $ 70 000

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity):

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address:
Street City State Zip

Phone (with area code): Fax (with area code):

Proposed Subcontract Amount: $ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed:

Jeff Ayers		14 June 2019
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: Green Mountain Knitting HUB: ☐ Yes ☑ No

HUB Status (Gender & Ethnicity): N/A -

Address: 28 Industrial Dr. Milton VT 05468
Street City State Zip

Phone (with area code): 800-361-1190 Fax (with area code): 514-495-1629

Project Title & No.: Inmate Clothing - Jefferson County IFB/RFP No.: IFB 19-030-YS

Total Contract: $ 70000 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: $ None 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 WILL NOT BE USING ANY SUB-CONTRACTORS

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☑ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: N/A.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

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): JEFF AYERS

Title: PRESIDENT

Signature: _____

Date: 14 JUNE, 2019

E-mail address: JAYERS@CALHOGROUP.COM

Contact person that will be in charge of invoicing for this project:

Name (print or type): SOPIYA KANTASANY

Title: INVOICING AND PRODUCTION CLERK

Date: 14 JUNE, 2019

E-mail address: KSOPIYA@CALHOGROUP.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 Green Mountain Knitting [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Milton Vermont (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	Green Mountain Knitting
Mailing address:	28 Industrial Drive, Milton VT 05468
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.

House Bill 89 Verification

I, JEFF AMOUS, the undersigned representative of (company or business name) GREEN MOUNTAIN KNITTING (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

14 June, 2019
Date

On this 14th day of June, 2019, personally appeared Jeff Amous, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Candace E. McCarthy
Notary Public - State of Vermont
Commission No. 0003265
Commission Expires: 1/31/21

Candace E. McCarthy
Notary Signature

6/14/2019
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____
Company Name

_____
IFB/RFP/RFQ number

Certification check performed by:

_____
Purchasing Representative

_____
Date

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 Vermont COUNTY OF Chittenden

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Vermont,

on this day personally appeared Jeff Ayoub (name), who

after being by me duly sworn, did depose and say:

"I, JEFF AYOUB (name) am a duly authorized officer of/agent

for Green Mountain Knitting (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Green Mountain Knitting (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: Green Mountain Knitting

28 Industrial Drive, Milton VT 05468

Fax: 514-495-1629 Telephone# 802-361-1190

by: JEFF AYOUB (print name) Title: President

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

Jeff Ayoub on

this the 14th day of June, 2019.

Candace E. McCarthy
Notary Public - State of Vermont
Commission No. 0003265
Commission Expires: 1/31/21

Candace E. McCarthy
Notary Public in and for
the State of Vermont

Bidder Shall Return Completed Form with Offer.

USPS Tracking®

FAQs > (https://www.usps.com/faqs/uspstracking-faqs.htm)

Track Another Package +

Tracking Number: 9505513762279165236291

Remove ×

On Time

Expected Delivery on

MONDAY

17 JUNE 2019 ⓘ by **8:00pm** ⓘ

Feedback

Delivered

June 17, 2019 at 1:01 pm
Delivered, Left with Individual
BEAUMONT, TX 77701

Get Updates ∨

Text & Email Updates ∨

Tracking History ∧

June 17, 2019, 1:01 pm
Delivered, Left with Individual
BEAUMONT, TX 77701
Your item was delivered to an individual at the address at 1:01 pm on June 17, 2019 in BEAUMONT, TX 77701.

June 17, 2019, 8:47 am
Out for Delivery
BEAUMONT, TX 77701

June 17, 2019, 8:37 am
Sorting Complete
BEAUMONT, TX 77701

June 16, 2019, 1:16 pm
Arrived at Hub
BEAUMONT, TX 77705

June 16, 2019, 6:52 am
Departed USPS Regional Facility
BEAUMONT TX DISTRIBUTION CENTER

June 16, 2019, 4:44 am
Arrived at USPS Regional Facility
BEAUMONT TX DISTRIBUTION CENTER

June 16, 2019, 3:00 am
Departed USPS Regional Facility
NORTH HOUSTON TX DISTRIBUTION CENTER

Feedback

June 15, 2019, 10:07 pm
Arrived at USPS Regional Destination Facility
NORTH HOUSTON TX DISTRIBUTION CENTER

June 15, 2019
In Transit to Next Facility

June 14, 2019, 10:32 pm
Departed USPS Regional Origin Facility
NASHUA NH DISTRIBUTION CENTER

June 14, 2019, 10:29 pm
Arrived at USPS Regional Origin Facility
NASHUA NH DISTRIBUTION CENTER

June 14, 2019, 5:30 pm
Departed Post Office
MILTON, VT 05468

June 14, 2019, 4:40 pm
USPS in possession of item
MILTON, VT 05468

Product Information

See Less

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (https://www.usps.com/faqs/uspstracking-faqs.htm)

Feedback

The easiest tracking number is the one you don't have to know.

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- See images* of incoming mail.

- Automatically track the packages you're expecting.
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- Enter USPS Delivery Instructions™ for your mail carrier.

Sign Up

(https://reg.usps.com/entreg/RegistrationAction_input?

*NOTE: Black and white (grayscale) images show the outside, front of letter-sized envelopes and mailpieces that are processed through USPS automated equipment.

app=UspsTools&appURL=https%3A%2F%2Ftools.usps.com%2Fgc

Feedback

Yea-Mei Sauer

From: Danny Morel <dmorel@calkogroup.com>
Sent: Thursday, June 20, 2019 10:17 AM
To: Yea-Mei Sauer
Subject: Re: Calko Groupo / Green Mountain Knitting

I believe that person signed for the package..
On Jun 20, 2019, at 11:09 AM, Yea-Mei Sauer <ysauer@co.jefferson.tx.us> wrote:

You're welcome. No sir, unfortunately I'm not familiar with that name.

From: Danny Morel [mailto:dmorel@calkogroup.com]
Sent: Thursday, June 20, 2019 8:33 AM
To: Yea-Mei Sauer
Subject: Re: Calko Groupo / Green Mountain Knitting

We tried, thanks for you help. One question does C FRANCHER ring a Bell?

Danny Morel
Director of Business Development
INNOVATION.QUALITY.COMMITMENT
1450 Louvain W. Montreal Quebec. H4N1G5
28 Industrial Dr. Milton VT 05468
Edificio QELD.Zona Franca Esperanza. Valverde Mao.Dominican Republic
Office: 809-585-9111 ext.2524
Cel: 809-994-1525
www.calkogroup.com

On Jun 20, 2019, at 9:00 AM, Yea-Mei Sauer <ysauer@co.jefferson.tx.us> wrote:

Good morning Mr. Morel,

I apologize for not getting back with you yesterday, but after lunch our building was evacuated due to a bomb threat and we were sent home for the afternoon. No, I have not received the bid and unfortunately I have to receive and file the bids by 10:00 am today for Commissioners Court for Monday's agenda.

Thank you,

Yea-Mei Sauer, CTPM
Contract Specialist
Jefferson County Purchasing
Ph: 409-835-8593
Fx: 409-835-8456
ysauer@co.jefferson.tx.us

<image001.gif>

From: Danny Morel [mailto:dmorel@calkogroup.com]
Sent: Wednesday, June 19, 2019 4:23 PM

To: Yea-Mei Sauer
Subject: Re: Calko Groupo / Green Mountain Knitting

Hello Yea-Mei, by any chance have you received the package.
Thanks..

On Jun 19, 2019, at 9:21 AM, Danny Morel <dmorel@calkogroup.com> wrote:

I appreciate the consideration, have a great day..

Danny Morel
Director of Business Development
INNOVATION.QUALITY.COMMITMENT
1450 Louvain W. Montreal Quebec. H4N1G5
28 Industrial Dr. Milton VT 05468
Edificio QELD.Zona Franca Esperanza. Valverde Mao.Dominican Republic
Office: 809-585-9111 ext.2524
Cel: 809-994-1525
www.calkogroup.com

On Jun 19, 2019, at 8:55 AM, Yea-Mei Sauer <ysauer@co.jefferson.tx.us> wrote:

I will have to speak with the Purchasing Agent when she gets in to get some guidance on how long I can wait. I'll let you know as soon as I do that.

Yea-Mei Sauer, CTPM
Contract Specialist
Jefferson County Purchasing
Ph: 409-835-8593
Fx: 409-835-8456
ysauer@co.jefferson.tx.us

<image001.gif>

From: Danny Morel [mailto:dmorel@calkogroup.com]
Sent: Tuesday, June 18, 2019 3:36 PM
To: Yea-Mei Sauer
Subject: Re: Calko Groupo / Green Mountain Knitting

Fyi, Ive been told it will take USPS 3 business days to get back to us. Would this be acceptable?
On Jun 18, 2019, at 4:20 PM, Danny Morel <dmorel@calkogroup.com> wrote:

One question, like I mentioned I just opened a case with USPS, what time could I get to get info. from USPS to share?

Danny Morel
Director of Business Development
INNOVATION.QUALITY.COMMITMENT
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www.calkogroup.com

On Jun 18, 2019, at 4:04 PM, Danny Morel <dmorel@calkogroup.com> wrote:

Noted and fair enough. I will follow up with USPS for more info.

Thanks..

On Jun 18, 2019, at 3:57 PM, Yea-Mei Sauer <ysauer@co.jefferson.tx.us> wrote:

No sir, we cannot accept late submissions. If USPS can tell you which front desk they left the package with and I can obtain proof that that individual received that package before the due date and time, I would be able to open the bid you have already sent.

Yea-Mei Sauer, CTPM
Contract Specialist
Jefferson County Purchasing
Ph: 409-835-8593
Fx: 409-835-8456
ysauer@co.jefferson.tx.us

<image001.gif>

From: Danny Morel [mailto:dmorel@calkogroup.com]
Sent: Tuesday, June 18, 2019 2:54 PM
To: Yea-Mei Sauer
Subject: Re: Calko Groupo / Green Mountain Knitting

We wanted to use an US Government courier for the actual contract bid and that is why swatches were sent via Fed-Ex but not the contract. Would we be able to get an exception. I can get all shipped again relatively fast..

Danny Morel
Director of Business Development
INNOVATION.QUALITY.COMMITMENT
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www.calkogroup.com

On Jun 18, 2019, at 3:50 PM, Yea-Mei Sauer <ysauer@co.jefferson.tx.us> wrote:

Thank you for the information Mr. Morel. Unfortunately 1149 Pearl Street is a seven story building, not including the basement. We have a multiple offices and departments on each floor. The package shipped via USPS was definitely not delivered to anyone in my department, but we absolutely received the FedEx envelope this morning.

Yea-Mei Sauer, CTPM
Contract Specialist

Jefferson County Purchasing
Ph: 409-835-8593
Fx: 409-835-8456
ysauer@co.jefferson.tx.us

<image001.gif>

From: Danny Morel [mailto:dmorel@calkogroup.com]
Sent: Tuesday, June 18, 2019 1:58 PM
To: Yea-Mei Sauer
Subject: Re: Calko Groupo / Green Mountain Knitting

Fyi, Fabric swatches were shipped separately and received today, the contract and coverall samples were received yesterday..
On Jun 18, 2019, at 2:56 PM, Danny Morel <dmorel@calkogroup.com> wrote:

Im trying to get proof of signature but please see attached showing received at correct address just like the fabric swatches..
<image1.jpeg>

Danny Morel
Director of Business Development
INNOVATION.QUALITY.COMMITMENT
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Office: 809-585-9111 ext.2524
Cel: 809-994-1525
www.calkogroup.com

On Jun 18, 2019, at 1:48 PM, Yea-Mei Sauer <ysauer@co.jefferson.tx.us> wrote:

I just went through the bids again and I do not have anything besides the swatch samples that arrived this morning via FedEx. If you can check with your carrier to see if they have a signature of the individual they left the bid packet with, that might be helpful. With a signature I can possibly call our payroll department to find out who received the bid. It was definitely not delivered to the Purchasing Department.

Thank you,

Yea-Mei Sauer, CTPM
Contract Specialist
Jefferson County Purchasing
Ph: 409-835-8593
Fx: 409-835-8456
ysauer@co.jefferson.tx.us

<image001.gif>

From: Danny Morel [mailto:dmorel@calkogroup.com]
Sent: Tuesday, June 18, 2019 12:22 PM

To: Yea-Mei Sauer
Subject: Re: Calko Groupo / Green Mountain Knitting

Can I call you..

On Jun 18, 2019, at 12:42 PM, Danny Morel <dmorel@calkogroup.com> wrote:

This is the tracking for the Packet and Coverall samples and it shows as delivered.
Please see attached tracking info.

<image1.png>

Danny Morel
Director of Business Development
INNOVATION.QUALITY.COMMITMENT
1450 Louvain W. Montreal Quebec. H4N1G5
28 Industrial Dr. Milton VT 05468
Edificio QELD.Zona Franca Esperanza. Valverde Mao.Dominican Republic
Office: 809-585-9111 ext.2524
Cel: 809-994-1525
www.calkogroup.com

On Jun 18, 2019, at 12:34 PM, Yea-Mei Sauer <ysauer@co.jefferson.tx.us> wrote:

Mr. Morel,

I just returned from the bid opening and the only thing I received from your company was swatch samples, but no bid packet and copies of the bid packet. I will verify shortly when I sort through all the packets and boxes again.

Thank you,

Yea-Mei Sauer, CTPM
Contract Specialist
Jefferson County Purchasing
Ph: 409-835-8593
Fx: 409-835-8456
ysauer@co.jefferson.tx.us

<image001.gif>

From: Danny Morel [mailto:dmorel@calkogroup.com]
Sent: Tuesday, June 18, 2019 11:27 AM
To: 'Yea-Mei Sauer'
Subject: RE: Calko Groupo / Green Mountain Knitting

Good afternoon. I just wanted to follow up on the Jefferson County Bid and get confirmation of receipt.

Also I wanted to ask, we have samples of other types of Coveralls, Jackets, Pants that we make for inmates.

Would you like us to send samples in just so you can see the variety.

I thought this would be in your interest.

Thanks for all your help.

From: Yea-Mei Sauer [mailto:ysauer@co.jefferson.tx.us]
Sent: Tuesday, June 11, 2019 12:39 PM
To: 'Danny Morel' <dmorel@calkogroup.com>
Subject: RE: Calko Groupo / Green Mountain Knitting

I believe it is black.

From: Danny Morel [mailto:dmorel@calkogroup.com]
Sent: Tuesday, June 11, 2019 11:26 AM
To: 'Yea-Mei Sauer'
Subject: RE: Calko Groupo / Green Mountain Knitting

I don't see what color should the writing be on the back of the Jacket.

From: Yea-Mei Sauer [mailto:ysauer@co.jefferson.tx.us]
Sent: Tuesday, June 11, 2019 9:09 AM
To: 'Danny Morel' <dmorel@calkogroup.com>
Subject: RE: Calko Groupo / Green Mountain Knitting

I don't think that will be an issue, but I would suggest pinning a note to the jacket explaining that.

From: Danny Morel [mailto:dmorel@calkogroup.com]
Sent: Tuesday, June 11, 2019 8:07 AM
To: Yea-Mei Sauer
Subject: Re: Calko Groupo / Green Mountain Knitting

Noted with many thanks. I just noticed that I miss read the Spec on the Jackets and missed that it takes a Cuff. We can make the cuff but we only have black at the moment. Can we submit Jacket in correct Orange but with black cuffs?
On Jun 11, 2019, at 8:43 AM, Yea-Mei Sauer <ysauer@co.jefferson.tx.us> wrote:

https://www.co.jefferson.tx.us/Purchasing/NoticesForBid/View/BID/85

https://www.co.jefferson.tx.us/Purchasing/NoticesForBid

I have attached the PDF, but also see the above links. The first one will take you directly to the packet. The second one will take you to our page for Notices for Bid, scroll down to the bid, and click on Specifications.

Thank you,

Yea-Mei Sauer, CTPM
Contract Specialist
Jefferson County Purchasing
Ph: 409-835-8593
Fx: 409-835-8456
ysauer@co.jefferson.tx.us

<image001.gif>

From: Danny Morel [mailto:dmorel@calkogroup.com]
Sent: Tuesday, June 11, 2019 5:50 AM
To: Yea-Mei Sauer
Subject: Re: Calko Groupo / Green Mountain Knitting

Good morning. Im having trouble downloading the specification packet. Can you help..

Danny Morel
Director of Business Development
INNOVATION.QUALITY.COMMITMENT
1450 Louvain W. Montreal Quebec. H4N1G5
28 Industrial Dr. Milton VT 05468
Edificio QELD.Zona Franca Esperanza. Valverde Mao.Dominican Republic
Office: 809-585-9111 ext.2524
Cel: 809-994-1525
www.calkogroup.com

On Jun 10, 2019, at 4:12 PM, Yea-Mei Sauer <ysauer@co.jefferson.tx.us> wrote:

Yes sir, that should be fine.

From: Danny Morel [mailto:dmorel@calkogroup.com]
Sent: Monday, June 10, 2019 3:01 PM
To: 'Yea-Mei Sauer'
Subject: RE: Calko Groupo / Green Mountain Knitting

Good afternoon, We have one sample on the Jackets with the inside liner. Being that the only change would be the inside liner, can we submit 1 with the Liner to cover both items.

Thanks

From: Danny Morel [mailto:dmorel@calkogroup.com]
Sent: Tuesday, June 4, 2019 9:38 AM
To: 'Yea-Mei Sauer' <ysauer@co.jefferson.tx.us>
Subject: RE: Calko Groupo / Green Mountain Knitting

Noted with many thanks..

From: Yea-Mei Sauer [mailto:ysauer@co.jefferson.tx.us]
Sent: Tuesday, June 4, 2019 9:10 AM
To: 'Danny Morel' <dmorel@calkogroup.com>
Subject: RE: Calko Groupo / Green Mountain Knitting

Mr. Morel,

I don't believe sending the samples you show below will be an issue. Please keep in mind the samples will most likely not be returned. Of course let me know if you have any other questions.

Thank you,

Yea-Mei Sauer, CTPM
Contract Specialist

Jefferson County Purchasing
Ph: 409-835-8593
Fx: 409-835-8456
ysauer@co.jefferson.tx.us

<image001.gif>

From: Danny Morel [mailto:dmorel@calkogroup.com]
Sent: Monday, June 03, 2019 3:54 PM
To: 'Yea-Mei Sauer'
Subject: RE: Calko Groupo / Green Mountain Knitting

Hello Yea-Mei Sauer. We are getting reading to submit our Bid for this opportunity and I had some questions.

With the Bid we will submit samples of the uniforms being requested.

We have 1 jacket that we did for South Carolina County Jail this past December 2018, please see attached picture.

I would like to submit this garment that shows we have done something similar to what is being requested on this Bid but would like approval since it reads SC County Corrections instead of County Jail.

Letters are in correct Black and 3" as requested on the Bid.

I'm also adding a picture of the Coverall with correct writing on the back and swatches for the other colors.

Thanks for your help on confirming we have all covered.

<image002.jpg>
<image003.jpg>
<image004.jpg>

<image003.jpg>

From: Yea-Mei Sauer [mailto:ysauer@co.jefferson.tx.us]
Sent: Friday, May 24, 2019 12:30 PM
To: 'Danny Morel' <dmorel@calkogroup.com>
Subject: RE: Calko Groupo / Green Mountain Knitting

Good morning Mr. Morel,

Thank you for your interest in our IFB. Yes, you may include samples with your submission. I forward all samples to the requesting department for their inspection. Please let me know if you have any questions.

Have a good weekend,

Yea-Mei Sauer, CTPM
Contract Specialist

Jefferson County Purchasing
Ph: 409-835-8593
Fx: 409-835-8456
ysauer@co.jefferson.tx.us

<image001.gif>

From: Danny Morel [mailto:dmorel@calkogroup.com]
Sent: Friday, May 24, 2019 9:43 AM
To: ysauer@co.jefferson.tx.us
Subject: Calko Groupo / Green Mountain Knitting

Hello Yea-Mei Sauer.. My name is Dany Morel and I work for the Calko Group / division Green Mountain Knitting that is dedicated to Inmate and Tactical uniforms.

We have done inmate uniforms for many years as a Sub-Contractor and now we have registered in SAMS to place direct bids.

I'm very new to this and any insight would be appreciated.

I would also like to send you samples. Would this be OK

Danny Morel
Director of Business Development
<image005.jpg>
INNOVATION.QUALITY.COMMITMENT
1450 Louvain W. Montreal Quebec. H4N1G5
28 Industrial Dr. Milton VT 05468
Edificio QELD.Zona Franca Esperanza. Valverde Mao.Dominican Republic
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<Specs.pdf>

411

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6/20/2019
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1006

TED DELIVERY DAY: 06/17/19

C064

FR

GREEN MOUNTAIN KNITTING
28 INDUSTRIAL DRIVE
MILTON, VT 05468-3234

...9 PEARL ST
...AUMONT TX 77701-3638

JEFFERSON COUNTY
PURCHASING DEPARTMENT
1149 PEARL STREET 1ST FLOOR
BEAUMONT TX 77701

USPS TRACKING NUMBER

...9505 5137 6227 9165 2362 91

ATT'N: PURCHASING AGENT.

SEALED BID

CONTRACT RENEWAL FOR IFB 14-013/JW
TEMPORARY CANTEEN (MEAL CATERING)
DISASTER/EMERGENCY FOR JEFFERSON COUNTY

The County entered into a contract with Colin's Kitchen, LLC for one (1) year, from July 7, 2014 to July 6, 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 fifth one-year option to renew the contract for one (1) additional year from July 1, 2019 to June 30, 2020.

ATTEST:

By M. Good, Chief Deputy
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Colin's Kitchen, LLC

Laurence Ryhdal
(Name)

Jefferson County Purchasing Department

1149 Pearl Street77701

Beaumont, Texas 77701

June 17, 2019

To Whom It May Concern,

We here at Colin's Kitchen are very thankful to be able to have the temporary canteen for Jefferson County. With this years renewal we would like to ask for a price increase of 0.40 cent per meal. Due to increase in food cost, and increase in labor cost. We once again would like to thank Jefferson County for allowing us to continue to serve as disaster/emergency canteen.

Sincerely,

Lawrence Kuykendall

Colin's Kitchen L.L.C.

1149 Pearl Street

Beaumont, Texas 77701

SpawGlass

June 19, 2019

Mr. Mike Fuselier
Jefferson County
1149 Pearl St.
Beaumont, Texas 77701

Re: JOC 19-026/DC Replace (2) Flagpoles
PO#: 075675

Dear Mike:

SpawGlass hereby submits this proposal for additional cost related to unforeseen conditions and associated construction. The proposed cost for this scope of work totals: Nine Thousand Five Hundred Eighty Three Dollars and Zero Cents **($9,583.00)**. The aforementioned will add **0** days to the contract for material procurement and installation.

In general, the scope of work includes the following items:

- Gardner Martin Change Order Request and Breakdown
- Crane Masters Inc. Additional Time
- Safety Equipment due to prolonged unforeseen condition work above 6'
- Contingency deduct from contingency in original proposal

This proposal will remain valid for thirty days from today's date. After that time, SpawGlass reserves the right to re-visit the pricing to see if there had been any material escalation costs incurred during the approval period. If there are any questions or additional information is needed, please do not hesitate to call me; 713-320-1858.

If you are in agreement with the additional Cost of Work under the Agreement as proposed by this letter, please sign in the indicated space below as duly-authorized representative of Owner authorizing such additional work and expenditures.

Sincerely,

Michael Green / Project Manager

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Jefferson County: _____

ATTEST:
Carolyn L. Guidry, County Clerk

SpawGlass Construction Corp.
350 Pine Suite 310
Beaumont, TX 77701
409-681-4547
www.spawglass.com

PCO #001 R1

PAGE: one

DATE: 6/19/2019

Contractor Pricing Summary

Project: **Jefferson County Flagpole Replacement** CONTRACTOR: **SpawGlass**

Desc: Additional charges due to unforeseen conditions

DESCRIPTION OF WORK	UOM	PROD RATE	QTY	HOURS	UNIT RATE	LABOR COSTS	MATERIAL COSTS	EQUIPMENT COSTS	S/C COSTS	SUBTOTALS
Gardner Martin	LS		1		$0.00	0.00	0.00	0.00	4,591.00	4,591.00
Crane Masters Additional Time	LS		1		$0.00	0.00	0.00	0.00	3,890.00	3,890.00
Safety Equipment (Lift)	LS		1		$0.00	0.00	0.00	0.00	810.00	810.00
Original Contingency	LS		1		$0.00	0.00	0.00	0.00	-750.00	-750.00
					$0	0.00	0.00	0.00	0.00	0.00
Subtotal CD No.						0.00	0.00	0.00	8,541.00	8,541.00
Overhead & Profit Labor	10.00%					0.00				0.00
Overhead & Profit Material	10.00%						0.00			0.00
Overhead & Profit Equipment	10.00%							0.00		0.00
Overhead Subcontract	10.00%								854.10	854.10
Insurance	2.00%									187.90
Total Change Proposal Request										**9,583.00**

GARDNER&MARTIN,INC
Flags * Flagpoles * Signs * Banners

2900 E. Sam Houston Pkwy S.
Pasadena, TX 77503
Tel: 512.228.3524 (Austin)
Tel: 281.487.8889 (Houston)
Fax: 281.487.8884
Email: derrick@gardnerandmartin.com
Web: www.gardnerandmartin.com

Estimate

Date	Estimate #
6/17/2019	45868
Sales Rep	CIB

P.O. Number	

Bill To	Ship To
SpawGlass Contractors, Inc. 9331 Corporate Dr. Selma, Texas 78154 281-970-5300	Jefferson Cnty Buyboard 5000 Jerry Ware Dr Beaumont, TX 77705 Michael Green 713-320-1858

Qty	Description	Price	Total
1	Additional labor and travel of flagpole replacements due to unforeseen difficulties of existing foundations resulting in additional labor and travel and overnight expenses to determine how to proceed of installation of new flagpoles. Additional labor: 6/12 Trip - 2 man x 13 hrs x $50/hr = $1,300 6/13 Trip - 2 man x 8 hrs x $50/hr = $800 6/14 Trip - 1 man x 4 hrs x $50/hr = $200 - Trip to verify flagpole would fit in sleeve Est. Future Job Prep - 2 man x 4 hrs x $50/hr = $400 - Cut off pipe, sand down inside of sleeve, sand down outside of pole Est. Future Install - 4 man x 12 hrs x $50/hr = $2,400 Total Additional Labor Cost: $5,100 Mileage/Gas: $210 Overnight Stay/per diem: $175 Additional Safety Equipment Required: $200 Spawglass responsible for getting our bobcat to 2nd level.	5,885.00	5,885.00
	Discount for using 35' x 6" Satin Aluminum flagpoles instead of 40' x 7"	-1,294.00	-1,294.00

Note : Estimate is based on natural earth installation. Additional charges will apply for breaking through concrete, asphalt or rock.

Subtotal	$4,591.00
Sales Tax (8.25%)	$0.00
Total	$4,591.00

Signature:_____ Date:_____

Estimate good for 90 days.

Estimate By: Derrick Martin

Crane Masters Inc.
PO Box 1147
Splendora, TX 77372

Phone # 713 649-5552

Bill To:

Spawglass
13800 West Rd
Houston, TX 77041

Invoice # 29466

P.O. No.	Terms	Job Date
	Net 30	6/11/2019

Quantity	Description	Hours	Rate	Amount
1	75 Ton Crane	7	230.00	1,610.00
1	Overtime Charge	7	30.00	210.00

Project:

1149 Pearl St.
Beaumont, Tx. 77701

Thank you for your business.

Total $1,820.00

Crane Masters Inc.
PO Box 1147
Splendora, TX 77372

Phone # 713 649-5552

Bill To:

Spawglass
13800 West Rd
Houston, TX 77041

Invoice # 29492

P.O. No.	Terms	Job Date
	Net 30	6/13/2019

Quantity	Description	Hours	Rate	Amount
1	75 Ton Crane	8	230.00	1,840.00
1	Travel Permit		200.00	200.00
1	Overtime Charge	1	30.00	30.00

Project:

1149 Pearl St.
Beaumont, Tx. 77701

Thank you for your business.

Total $2,070.00

H&E EQUIPMENT SERVICES.

Rental Estimate

3825 Stone Oak Drive
Beaumont TX, 77705
Phone: (409) 299-3000
Fax: (409) 299-3001

Date: 06/11/2019
Quote Number: R-MK565
Expiration Date: 07/11/2019

Customer

SPAW GLASS CONTRACTORS (Acct: 1013130)
13800 West Rd
Houston TX, 77041-1114

Cust. Contact: Sales Representative: Melissa Keel Cell: (409) 201-3839

Units	Machine	Per Unit Daily	Per Unit Weekly	Per Unit Monthly
1	Run About 24.1'-26' Electric Jib GENIE GR-26J (or equivalent)	$225	$560	$1,400

Freight	Amount
Delivery*	$125.00
Pickup*	$125.00
Total	$250.00

Notes

$560 + $250 = $810.00

Whether or not specifically set forth, this quotation may be subject to applicable federal taxes, state taxes, local taxes, freight charges, environmental fees, and loss damage waiver fees. Fulfillment of this order is subject to availability at the time of rental. Acceptance is subject to the approval of H&E Equipment Services, Inc.'s Credit Department. Prices shown on this estimate are those in effect as of the date hereof and are subject to change without notice. Unless otherwise stated, estimate expires on the Expiration Date listed on this estimate and may be modified or withdrawn by H&E prior to acceptance.

Customer Acceptance of this estimate:

Signed: _____

Date: _____

Purchase Order: _____

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: June 19, 2019

Re: Disposal of Scrap Property

Consider and possibly approve disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SCRAP MATERIALS

June 24, 2019

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
SERVICE CENTER	POLICE CAR VEHICLE EQUIPMENT		
contact person: Joe Zurita			

Approved by Commissioners' Court: _____

AGENDA ITEM **June 24, 2019**

Consider, possibly approve, and authorize the County Judge to execute a Hangar Lease between Jefferson County and BC Aviators, LLC for Hangar #6 at Jack Brooks Regional Airport.

THE STATE OF TEXAS }

COUNTY OF JEFFERSON }

HANGAR #6 / OFFICE SPACE

LEASE AGREEMENT

THIS AGREEMENT entered into by and between Jefferson County, Texas, a subdivision of the State of Texas and **BC Aviators, LLC.**, doing business in the State of Texas, made and entered into this **24th** day of **June, 2019**.

WHEREAS, Jefferson County, hereinafter called "Lessor", owns and operates the Jack Brooks Regional Airport located in Jefferson County, Texas and

WHEREAS, **BC Aviators, LLC.**, hereinafter called "Lessee", is qualified to do business in the State of Texas and desires to enter a Hangar/Office Rental Agreement with the Lessor for the purpose of leasing a hangar and office space with the understanding that the scope of business operations permitted by this agreement is limited to aircraft services including aircraft storage, aircraft maintenance, and an office. Nothing in this agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport.

WHEREAS, Jefferson County represents that it has the right to grant the lease, together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assignees, as follows:

1. **Premises**. Lessor hereby leases to the Lessee exclusive space as depicted on the attached Exhibit "A" for aircraft services including aircraft storage, light aircraft maintenance, hangar space and an office. The space is more fully described as follows:

2. **Rate**. For and in consideration of the rent and covenants herein contained, Lessor agrees to lease space as follows: **"Hangar 6"** containing **6,300** square feet, more or less, of hangar space at a rate of **$2.20 annually per sqft ($1,155.00/month $13,860.00/year)**, and "**Hangar 6 – Office**" containing 480 square feet, more or less, of office space at a rate of **$9.00 annually per sqft ($360.00/month $4,320.00/year)**, and "**Hangar 6 – Storage**" containing 2,700 square feet, more or less, of storage space at a rate of **$2.40 annually per sqft ($540.00/month $6,480.00/year)**, for a total rental rate of (**$2,055.00/month $24,660.00/year)**.

3. **Terms**. This agreement shall become effective **July 1, 2019**, and shall be for a ten (10) year period expiring on **June 30, 2029**, with the option of extending for an additional five (5) year period; however, at the end of any lease period, Jefferson County reserves the right to reject the exercise of any option if necessary to take back any or all of the property for the County's use.

4. **Adjustment of Rent**. In March of each year, beginning on March 1, 2020, the rent set forth in Section 2 above shall be adjusted by applying to the rent applicable during the preceding one-year period, the

percentage of increase or decrease in the Consumer Price Index published by the Bureau of Labor Statistics, U.S. Department of Labor for "all items" for Houston, Texas (or other applicable U.S. Departments should the Department of Labor discontinue the same.

5. **Rentals**. Lessee covenants and agrees to pay to Lessor rental, when due, as described in section 2 above. Lessee agrees to abide by all rules and regulations of the Federal Aviation Administration, the State of Texas, the Jack Brooks Regional Airport, Jefferson County Commissioner's Court, and any other duly constituted public authority having jurisdiction over the airfield, hangar and office space, its use or occupancy.

6. **Due Date.** All rent shall be payable monthly, in advance, and shall be due on the first day of the month and shall be considered past due on the tenth day of each month. Rental installments not paid before the tenth of the month following its due date shall be assessed a **$50.00** late fee.

7. **Taxes**. Lessee agrees to pay any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment.

8. **Prohibited Uses**. Without first obtaining Lessor's written consent, Lessee shall not use the demised premises for any other activity except as expressly provided in this agreement. Lessee shall not install and operate its own fueling facility for any purpose, sell fuel to the public, or operate a fueling operation as a fixed base operator in competition with the Lessor or any other fixed base operator approved by the Lessor. Lessor shall not allow its employees or any other person to use the demises premises as a residence. Lessor shall not allow its employees or any other person to use the demised premises for the storage of vehicles or personal property not associated with its business activities. Lessor shall use the demised premises for aeronautical activity only with allowances for the storage of equipment directly associated with an aeronautical activity.

9. **Standards for Aeronautical Use of Hangars**. Aeronautical uses for hangars include:

    a. Storage of active aircraft.
    b. Final assembly of aircraft under construction.
    c. Non-commercial construction of amateur-built or kit-built aircraft.
    d. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
    e. Storage of aircraft handling equipment, e.g., tow-bars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

10. **Utilities**. Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to gas, electricity, and telephone, for the use of all utilities associated with the use of the leased space.

11. **Lessor's Responsibilities**. Lessor shall, at its expense and risk, perform corrective-maintenance on the HVAC system; maintain the roof, foundation, exterior walls and weight-bearing interior walls, (excluding

windows, window glass, and plate glass.) Lessor shall further maintain, paint, and keep in reasonable repair the exterior area.

12. **Lessee's Responsibilities**. By execution of this lease agreement, Lessee acknowledges that it has inspected the leased premises, including the hangar, office, and common area, and accepts the same in an "as is" condition. Lessee shall, at its own expense and risk, maintain the exclusive space, including interior walls, floors, ceiling, doors, light fixtures and shall be responsible for painting and repairing the exclusive space, including preventative-maintenance and minor repairs to the HVAC system. Lessee shall further furnish, at its own expense and risk, any heat and air conditioning units, electrical wiring, and electrical fixtures necessitated by alterations to the exclusive space made by Lessee. Lessee shall be solely responsible for the risk of loss of all contents owned by Lessee or Lessee's Tenants.

13. **Janitorial Service**. Lessee shall provide its own janitorial service as needed.

14. **Alterations**. Lessee shall make no additions or alterations to the buildings and improvements of the leased premises without the written permission of the Airport Director of Lessor, with said permission not to be unreasonably withheld.

15. **Condition and Surrender**. Lessee shall, throughout the lease term, maintain the exclusive space as stated in Section 2 and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition; reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the exclusive space, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefore shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

16. **Hold Harmless.** Lessee shall indemnify and hold harmless Lessor of and from any and all claims, whether in contract or in tort, statutory or at common law, and from each and every claim, loss or demand of whatever nature, made by or on behalf of any third person or persons arising out of Lessee's use and occupation of the premises or operations on airport property, whether due to sole negligence of Lessee or whether due to the joint or concurrent negligence of Lessor and Lessee.

17. **Relationship of Parties.** It is expressly understood and agreed that Lessor shall, under no circumstances, be considered a bailee of Lessee's property, real or personal, during the term of this agreement or upon expiration or cancellation hereof. Further, Lessor shall not be liable for any loss of or damage to any personal property, fixtures, or equipment of Lessee installed or stored on the airport premises except to the extent liability therefore can be proven pursuant to an exception to sovereign immunity under the Texas Tort Claims Act. Any item(s) of personal property annexed to the realty to the extent that such property becomes "fixture(s)" shall, at the expiration or cancellation of this lease, become the property of Lessor.

18. **Events of Default.** If Lessee shall allow the rent to be in arrears more than three (3) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of

three (3) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises or any part thereof, by reason of any receivership, bankruptcy proceedings, or by operation of law in any manner whatsoever, then any of such events shall be deemed to be an event of default by Lessee under this lease. Upon the breach of any term or condition of this Agreement by Lessee, Jack Brooks Regional Airport shall have all rights and remedies available at law and equity, up to and including immediate termination of this Agreement. In the event this Agreement is terminated for any reason including Lessee's default, failure to comply with applicable statues, ordinances and regulations; or expulsion from Airport, there will not be any refund of any fees paid to Jack Brooks Regional Airport by Lessee. Further, any obligation of Lessee to pay under this Agreement shall survive termination.

19. **Remedies.** Upon the occurrence of any event of default specified in section 18 hereof, Lessor shall have the option to pursue any remedy allowed by law and may, without further notice or demand terminate this lease in which event Lessee shall immediately surrender the premises to Lessor.

    a. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of damages occurring to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this lease as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession.

20. **Lessor's Cancellation.** Lessor shall have the right, for airport purposes, to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessee of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises on or before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at will of Lessor.

    a. Lessee shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessor of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises on or before the effective date of such cancellation. After the

effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at will of Lessor.

21. **Lessee's Cancellation.** Lessee shall have the right, to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessor of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises on or before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at will of Lessor.

22. **Assignment.** Lessee agrees not to assign or sublease the premises leased, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining the Lessor's written consent, which will not be unreasonably withheld. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein permitted. Lessor acknowledges renting hangar space may be part of Lessee's business operation, and storage of aircraft within leased premises is not considered as assignment or sublease.

23. **Right of Entry**. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement. Lessor shall attempt to provide Lessee reasonable advanced notice except in the case of an emergency.

24. **Assurances**. Lessee covenants and agrees to comply with all rules and regulations of the Federal Aviation Administration, and all Federal, State and Local laws and ordinances now in effect or hereafter promulgated, and the same are made a part of this agreement by reference as though they were set forth herein.

25. **Airport Regulations**. The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, as promulgated by governmental authority, in the conduct of its operations at the demised premises.

    a. Lessee, or lessee's designees, must complete Driving on the Airfield training prior to operating a vehicle on any ramps, aprons, or free areas between hangars. Training is available through the Operations Manager's office.

26. **Air Operations Area Security**. Lessee shall provide for the security of the Air Operations Area (AOA) to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon Lessor by the Transportation Security Administration. Lessee will indemnify and hold harmless Lessor, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of Lessee's failure to comply with this requirement.

27. **Airport Hazard**. The Lessee and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.

28. **Insurance**. The Lessee shall, at all times during the term of this lease, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Lessee. These requirements do not establish limits of the Lessee's liability. All policies of insurance shall waive all rights of subrogation against the Airport and Jefferson County, its officers, employees and agents and the Airport and Jefferson County shall be named "additional insured" on workers' compensation policy and liability coverage.

    a. Prior to execution of this agreement, certified copies of original insurance policies shall be furnished to the Airport. The Airport reserves the right to require additional insurance should it deem necessary.

    b. Lessee shall have and maintain complete and adequate Worker's Compensation Insurance (with waiver of subrogation to the Airport and Jefferson County), as required.

    c. Lessee shall have and maintain complete and adequate Commercial General Liability insurance of One Million Dollars ($1,000,000.00) each occurrence; and in addition shall provide property damage liability insurance in a minimum sum of Five Hundred Thousand Dollars ($500,000.00) for property damage growing out of any accident or other cause.

    d. Lessee shall have and maintain complete and adequate Automobile Liability Insurance, with Combined Single Limit of Five Hundred Thousand Dollars ($500,000.00), for any vehicles operated by Lessee on the airfield.

    e. The amounts of minimum coverage herein specified may be modified from time to time in compliance with Jefferson County standard requirements and Lessee shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas. Each policy or certificate shall contain a provision that written notice of cancellation or any material change in the policy by the insurer shall be delivered to Lessor, thirty (30) days in advance of the effective date thereof.

29. **Affirmative Action.** The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly

will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

30. **Notices.** Notices to Lessor provided for herein shall be sufficient if sent by certified mail, return receipt requested addressed to:

AIRPORT DIRECTOR
Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705

and notices to said Lessee, if sent by certified mail, return receipt requested, addressed to:

BC Aviators, LLC
William Kiker
9635 Bayou Din Dr
Beaumont, TX, 77705
1 Tel. 409.980.7404
2. Cel. 409.201.7919
Email: WKiker@UR.com

or to such other addresses as the parties may designate to each other in writing from time to time.

LESSOR: Jack Brooks Regional Airport

BY:_____

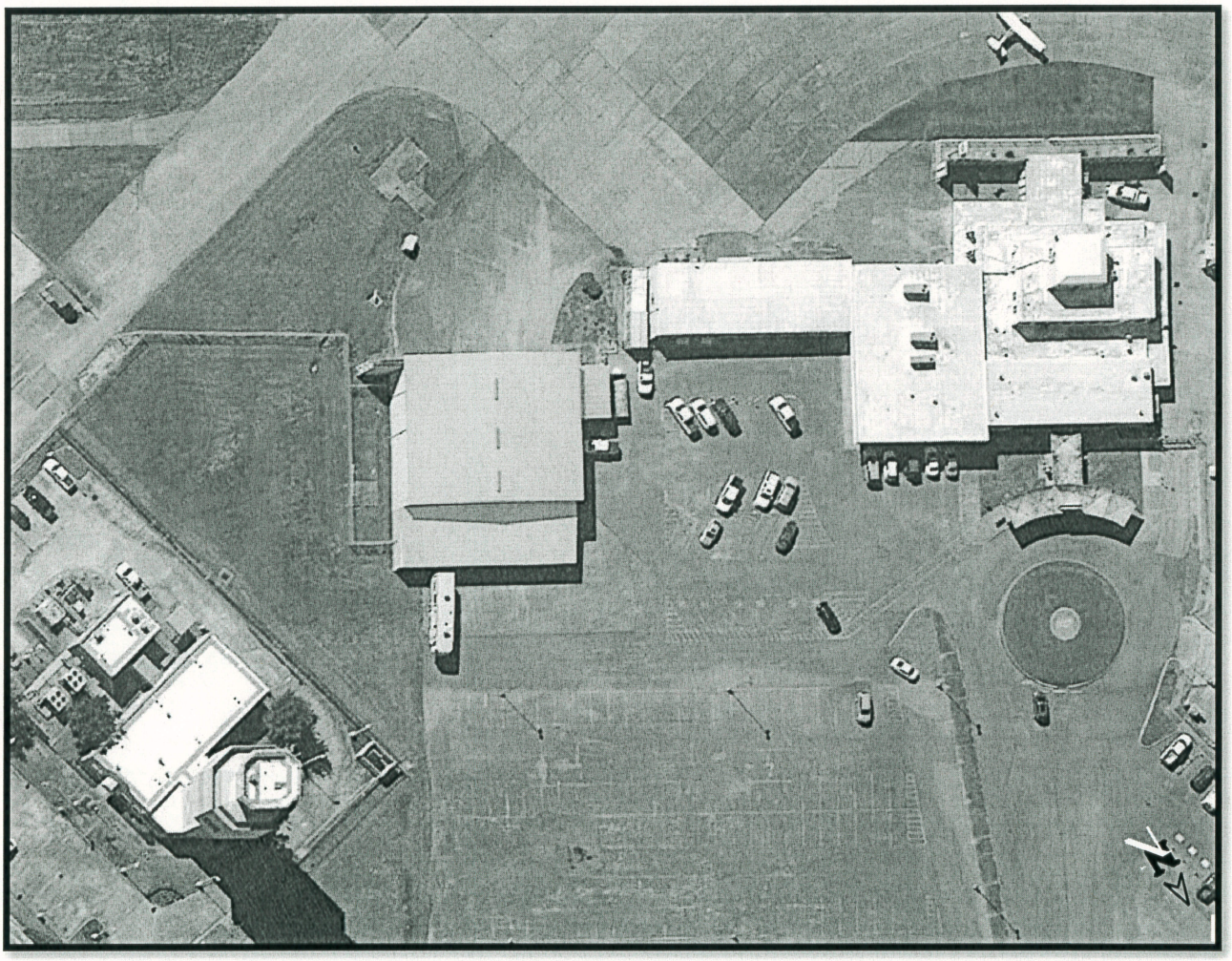
Jeff Branick
Jefferson County Judge

LESSEE

BY:_____

William Kiker – Authorized Representative

Exhibit "A"



Hangar 6 highlighted in yellow

ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR

TERRY WUENSCHEL
CHIEF DEPUTY

To: Fran Lee, First Assistant County Auditor
From: Terry Wuenschel, Chief Deputy
CC: Allison Getz, Tax Assessor Collector, Cheryl Ellis, Admin. Asst.
Date: June 14, 2019
RE: 2018-2019 Budget Transfer

We are requesting a budget transfer of $5,000 to cover the difference in insurance coverage budgeted for Retiree, Gwen Green versus replacement employee, Elisha Montiel.

Transfer $5,000	from	120-1011-415-2003
	to	120-1031-415-2003

Thank you,

Terry Wuenschel

Chief Deputy
Jefferson County Tax Office

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 18, 2019

Re: Purchasing Budget Amendment/2019

I am requesting a transfer $1000.00 from 12010184193078 to 12010224154052. This is for additional postage.

Thank you for your attention to this matter.

PRECINCT 4
409-434-5460
409-794-1637 FAX

19217 FM 365
BEAUMONT, TX 77705

RAY S. CHESSON
JUSTICE OF THE PEACE

June 17, 2019

To Whom It May Concern:

We are in need of transferring some funds from our office supplies budget to our postage budget. We have had an increase in mail outs due to show cause hearing notices, payment plans, and driving safety course requests.

We would like $275.00 transferred from office supplies (120-2045-412.30-78) to postage (120-2045-412.40-52).

Thank you,

Ray S. Chesson
Justice of the Peace, Pct #4
Jefferson County

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET AMENDMENT

DATE: JUNE 19, 2019

The following budget amendment for Transfers out is necessary for additional cost for the first interest payment for the 2019 Certificates of Obligation.

120-0000-491-8070	Transfer out – Debt Service Funds	$77,808	
120-9999-415-9999	Contingency		$77,808

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
ALISA RAUMAKER, CSR	470.00	460534	
TRI-CITY COFFEE SERVICE	433.55	460595	
DAWN DONUTS	45.50	460678	
			949.05**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	3,404.85	460532	
ENTERGY	85.76	460560	
M&D SUPPLY	220.48	460569	
ROLLINS TRUCK & TRAILER REPAIR	2,022.25	460599	
SPANKY'S WRECKER SERVICE INC	275.00	460655	
ADVANCE AUTO PARTS	253.63	460659	
ASCO	45.79	460661	
GULF COAST	260.30	460688	
			6,568.06**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	82.00	460545	
CASH ADVANCE ACCOUNT	335.28	460565	
M&D SUPPLY	75.92	460569	
MUNRO'S	20.00	460574	
BUMPER TO BUMPER	14.44	460625	
MARTIN PRODUCT SALES LLC	633.00	460632	
GCR TIRES & SERVICE	1,488.00	460671	
GULF COAST	172.90	460688	
			1,526.66**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	3,818.85	460532	
CERTIFIED LABORATORIES	299.70	460543	
RB EVERETT & COMPANY, INC.	827.40	460553	
FARM & HOME SUPPLY	91.98	460554	
ENTERGY	25.89	460560	
MUNRO'S	23.85	460574	
OFFICE DEPOT	46.96	460575	
S.E. TEXAS BUILDING SERVICE	43.33	460588	
CENTERPOINT ENERGY RESOURCES CORP	44.45	460626	
MARTIN PRODUCT SALES LLC	1,198.00	460632	
ON TIME TIRE	590.00	460653	
			7,010.41**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	3,677.58	460532	
M&D SUPPLY	142.06	460569	
MUNRO'S	142.52	460574	
OFFICE DEPOT	23.98	460575	
PORT ARTHUR NEWS, INC.	72.40	460580	
UNITED STATES POSTAL SERVICE	8.95	460610	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	43.99	460666	
CINTAS CORPORATION	177.95	460683	
WC TRACTOR - BEAUMONT	57.90	460711	
			4,299.37**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	1.30	460610	
CANON SOLUTIONS AMERICA INC	120.00	460660	
			121.30**
PARKS & RECREATION			
COBURN'S GROVES (5)	233.82	460546	
SPRINT WASTE SERVICES LP	310.80	460667	
			544.62**
GENERAL FUND			
TAX OFFICE			
CASH ADVANCE ACCOUNT	1,061.20	460565	
OFFICE DEPOT	565.00	460575	
PITNEY BOWES, INC.	102.45	460579	
ACE IMAGEWEAR	23.55	460587	
TERRY WUENSCHEL	198.00	460602	

NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	612.68	460603	
UNITED STATES POSTAL SERVICE	616.40	460610	
ALLISON E. HEIDER	296.00	460627	
KATHLEEN SPENCER	851.90	460674	
NADINE POLK	433.30	460680	
			4,760.48*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	16.07	460610	
			16.07*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	13.48	460610	
			13.48*
COUNTY CLERK			
ULINE SHIPPING SUPPLY SPECIALI	38.27	460596	
CDW COMPUTER CENTERS, INC.	75.44	460603	
UNITED STATES POSTAL SERVICE	283.09	460610	
RICOH USA INC	288.98	460657	
			685.78*
COUNTY JUDGE			
OFFICE DEPOT	180.74	460575	
JEFF R BRANICK	1,049.10	460633	
JAN GIROUARD & ASSOCIATES LLC	200.00	460681	
			1,429.84*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	5.77	460610	
KRISTEN HANKCOCK	12.50	460614	
			18.27*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	95.45	460610	
			95.45*
PRINTING DEPARTMENT			
CIT TECHNOLOGY FINANCING SERVICE	499.00	460642	
			499.00*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	2,687.52	460552	
UNITED STATES POSTAL SERVICE	37.66	460610	
			2,725.18*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,458.11	460540	
CASH ADVANCE ACCOUNT	25.00	460565	
SPINDLETOP MHMR	33,650.58	460568	
OLMSTED-KIRK PAPER	1,260.00	460576	
ADVANCED STAFFING	97.50	460601	
UNITED STATES TREASURY	933.92	460672	
			37,425.11*
VOTERS REGISTRATION DEPT			
OFFICE DEPOT	223.00	460575	
UNITED STATES POSTAL SERVICE	206.41	460610	
			429.41*
ELECTIONS DEPARTMENT			
SIERRA SPRING WATER CO. - BT	48.53	460612	
			48.53*
DISTRICT ATTORNEY			
SPINDLETOP MHMR	87.27	460567	
OFFICE DEPOT	408.60	460575	
TEXAS DISTRICT & COUNTY ATTY ASSN.	1,250.00	460593	
UNITED STATES POSTAL SERVICE	124.59	460610	
LUKE NICHOLS	658.52	460630	
THOMSON REUTERS-WEST	517.65	460663	
GALLS LLC	101.69	460676	
MARCELO MOLFINO	1,223.55	460684	
			4,371.87*
DISTRICT CLERK			

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	390.44	460565	
OFFICE DEPOT	736.40	460575	
POSTMASTER	204.00	460581	
TRI-CITY COFFEE SERVICE	75.30	460595	
UNITED STATES POSTAL SERVICE	445.01	460610	
AERIALINK INC	176.61	460687	
			2,027.76*
CRIMINAL DISTRICT COURT			
UNITED STATES POSTAL SERVICE	7.75	460610	
			7.75*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.60	460610	
			1.60*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.82	460610	
			.82*
172ND DISTRICT COURT			
TEXAS COURT REPORTERS ASSOCIATION	395.00	460594	
			395.00*
252ND DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	795.00	460559	
UNITED STATES POSTAL SERVICE	70.67	460610	
M.K. HAMZA, PHD, P.A.	1,200.00	460658	
			2,065.67*
279TH DISTRICT COURT			
PHILLIP DOWDEN	500.00	460538	
TONYA CONNELL TOUPS	100.00	460638	
REALTIME REPORTING SERVICES INC.	70.00	460650	
LAW OFFICE OF SOLOMON FREIMUTH	100.00	460700	
			770.00*
317TH DISTRICT COURT			
CASH ADVANCE ACCOUNT	1,030.42	460565	
KEVIN PAULA SEKALY PC	1,750.00	460586	
MICHAEL WALZEL	500.00	460645	
			3,280.42*
JUSTICE COURT-PCT 1 PL 1			
OFFICE DEPOT	541.79	460575	
UNITED STATES POSTAL SERVICE	50.39	460610	
			592.18*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	1.71	460610	
			1.71*
JUSTICE COURT-PCT 4			
RAY S. CHESSON	115.59	460600	
CLASSIC FORMS AND PRODUCTS	119.00	460622	
			234.59*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	12.83	460610	
			12.83*
JUSTICE COURT-PCT 7			
CASH ADVANCE ACCOUNT	647.12	460565	
			647.12*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.24	460610	
LEXIS-NEXIS	78.00	460611	
			79.24*
COUNTY COURT AT LAW NO. 2			
UNITED STATES POSTAL SERVICE	8.33	460610	
JANSON ELLIOTT BAILEY	500.00	460682	
			508.33*
COUNTY COURT AT LAW NO. 3			

NAME	AMOUNT	CHECK NO.	TOTAL
NATHAN REYNOLDS, JR.	250.00	460583	
UNITED STATES POSTAL SERVICE	9.89	460610	
ANTOINE FREEMAN	350.00	460639	
LAURIE PEROZZO	300.00	460646	
THE MAYO LAW FIRM PLLC	300.00	460694	
			1,209.89*
COURT MASTER			
JUDGE LARRY GIST	5,015.84	460555	
OFFICE DEPOT	135.32	460575	
UNITED STATES POSTAL SERVICE	.50	460610	
			5,151.66*
MEDIATION CENTER			
MARKET BASKET	212.19	460570	
UNITED STATES POSTAL SERVICE	3.65	460610	
			215.84*
SHERIFF'S DEPARTMENT			
UNITED STATES POSTAL SERVICE	1,381.19	460610	
			1,381.19*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	23.71	460544	
TEXAS GAS SERVICE	626.26	460621	
			649.97*
JUVENILE PROBATION DEPT.			
OFFICE DEPOT	599.96	460575	
UNITED STATES POSTAL SERVICE	4.21	460610	
LATRICIA COLEMAN	375.84	460619	
LATONYA DOUCET	67.86	460643	
			1,047.87*
JUVENILE DETENTION HOME			
SANITARY SUPPLY, INC.	248.02	460585	
S.E. TEXAS BUILDING SERVICE	2,600.00	460588	
FLOWERS FOODS	112.03	460623	
BEN E KEITH FOODS	2,944.13	460624	
CENTERPOINT ENERGY RESOURCES CORP	464.77	460626	
A1 FILTER SERVICE COMPANY	183.79	460652	
			6,552.74*
CONSTABLE PCT 1			
FRED PRYOR SEMINARS & CAREER TRACK	249.00	460582	
TEXAS STATE UNIVERSITY SAN MARS	150.00	460590	
UNITED STATES POSTAL SERVICE	45.64	460610	
TND WORKWEAR CO LLC	125.00	460690	
			569.64*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	47.03	460610	
THE PRODUCTIVITY CENTER	162.00	460613	
			209.03*
AGRICULTURE EXTENSION SVC			
UNITED STATES POSTAL SERVICE	35.84	460610	
TRACTOR SUPPLY CO	18.58	460631	
TYLER FITZGERALD	186.94	460709	
			241.36*
HEALTH AND WELFARE NO. 1			
AMERICAN PUBLIC HEALTH ASSOCIATION	112.50	460536	
CITY OF BEAUMONT	40.00	460537	
COMMUNITY FUNERAL CHAPEL, INC.	1,500.00	460547	
ENTERGY	70.00	460561	
MERCY FUNERAL HOME	1,500.00	460572	
PETTY CASH - N C WELFARE	145.75	460577	
UNITED STATES POSTAL SERVICE	51.98	460610	
THE MEDICAL PROTECTIVE COMPANY	4,035.00	460664	
			7,455.23*
HEALTH AND WELFARE NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
AMERICAN PUBLIC HEALTH ASSOCIATION	112.50	460536	
GRAMMIER-OBERLE FUNERAL HOME	1,500.00	460558	
LEVINGSTON FUNERAL HOME	1,500.00	460566	
HEB CREDIT RECEIVABLES DEPT 308	114.80	460641	
THE MEDICAL PROTECTIVE COMPANY	4,035.00	460664	
			7,262.30*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	233.90	460615	
J.C. PENNEY'S	1,949.63	460616	
SEARS COMMERICAL CREDIT	98.87	460617	
FATIMA ZAVALA	20.00	460668	
TYRE A WELLS	20.00	460669	
TYTIANNA WELLS SIGARST	20.00	460670	
LARRY DOYLE JR	20.00	460691	
JOHNATHAN ROBINSON	20.00	460692	
FAITH DOYLE	20.00	460693	
STACY VELASQUEZ	20.00	460697	
DAYSI VELASQUEZ	20.00	460698	
ASHTON EMERSON	20.00	460699	
KAITLIN VAZQUES	20.00	460703	
CHRISTIAN O'TOOLE	20.00	460704	
CAPRIE DAVIS	20.00	460705	
ROBIN JOHNSON	20.00	460706	
TIMOTHY JOHNSON	20.00	460708	
ADELAIDA COLEMAN	20.00	460710	
ROBERT DURMAN FC	20.00	460712	
			2,602.40*
ENVIRONMENTAL CONTROL			
OFFICE DEPOT	101.17	460575	
AT&T	61.92	460591	
			163.09*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	460640	
			3,773.00*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	460608	
			150.00*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	19.50	460530	
CONSOLIDATED ELECTRICAL DIST INC.	123.41	460549	
W.W. GRAINGER, INC.	101.64	460557	
M&D SUPPLY	83.08	460569	
ACE IMAGEWEAR	175.68	460587	
AT&T	67.48	460591	
BEARCOM	165.11	460605	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	114.15	460675	
			850.05*
MAINTENANCE-PORT ARTHUR			
SPIDLE & SPIDLE	515.70	460532	
JOHNSTONE SUPPLY	242.40	460533	
ALL-PHASE ELECTRIC SUPPLY	111.00	460548	
COTTON CARGO	214.50	460550	
PARKER LUMBER	17.44	460647	
			1,101.04*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	45.04	460545	
RITTER @ HOME	23.17	460584	
ACE IMAGEWEAR	70.16	460587	
LOWE'S HOME CENTERS, INC.	299.10	460618	
			437.47*
SERVICE CENTER			
SPIDLE & SPIDLE	7,914.40	460532	
J.K. CHEVROLET CO.	31.23	460562	
PHILPOTT MOTORS, INC.	445.22	460578	
JEFFERSON CTY. TAX OFFICE	7.50	460606	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TAX OFFICE	7.50	460607	
BUMPER TO BUMPER	410.95	460625	
AMERICAN TIRE DISTRIBUTORS	783.32	460644	
MIGHTY OF SOUTHEAST TEXAS	784.06	460651	
CINTAS CORPORATION	72.11	460683	
DENNIS LOWE	304.42	460685	
MIDNIGHT AUTO	223.11	460686	
			10,983.82*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	7.62	460610	
HILARY GUEST	171.60	460620	
			179.22*
			115,330.30**
MOSQUITO CONTROL FUND			
W.W. GRAINGER, INC.	75.52	460557	
JACK BROOKS REGIONAL AIRPORT	120.90	460563	
MUNRO'S	59.03	460574	
PHILPOTT MOTORS, INC.	13.62	460578	
UNITED PARCEL SERVICE	11.37	460597	
LJA ENGINEERING INC	1,016.00	460654	
O'REILLY AUTO PARTS	93.74	460707	
			1,390.18**
FEMA EMERGENCY			
GULF COAST	840.58	460689	
			840.58**
J.C. FAMILY TREATMENT			
PATRICIA PETERS	1,350.50	460679	
			1,350.50**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	322.14	460663	
			322.14**
EMPG GRANT			
SOUTHEAST TEXAS WATER	91.20	460589	
VERIZON WIRELESS	103.92	460608	
ALLISON GETZ	950.76	460677	
			1,145.88**
GRANT A STATE AID			
CASH ADVANCE ACCOUNT	200.09	460565	
HAYS COUNTY	10,835.00	460598	
BI INCORPORATED	1,173.20	460604	
GRAYSON COUNTY DEPT OF JUVENILE	5,363.00	460673	
			17,571.29**
COMMUNITY SUPERVISION FND			
DELL MARKETING L.P.	16,366.40	460551	
OFFICE DEPOT	777.34	460575	
UNITED STATES POSTAL SERVICE	88.85	460610	
REDWOOD TOXICOLOGY LABORATORY	327.40	460636	
JCCSC	125.00	460649	
			17,684.99**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC.	227.10	460531	
BELL'S LAUNDRY	890.01	460542	
M&D SUPPLY	54.60	460569	
KIM MCKINNEY, LPC, LMFT	150.00	460571	
OFFICE DEPOT	154.71	460575	
OLMSTED-KIRK PAPER	472.50	460576	
AT&T	138.54	460591	
SYSCO FOOD SERVICES, INC.	1,161.65	460592	
BEN E KEITH FOODS	1,125.20	460624	
MELODY C ANTOON RN	1,260.00	460634	
SAM'S CLUB DIRECT	144.32	460656	
MATERA PAPER COMPANY INC	282.42	460662	
			5,751.63**
DRUG INTERVENTION COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
SOUTHEAST TEXAS COUNCIL ON ALCOHOL	1,020.00	460564	
			1,020.00**
DEPUTY SHERIFF EDUCATION			
TEXAS DARE OFFICER ASSOC	250.00	460629	
			250.00**
HOTEL OCCUPANCY TAX FUND			
ALL STAR PLUMBING	185.00	460535	
D&S SIGN & SUPPLY, INC.	312.00	460541	
GOLD CREST ELECTRIC CO., INC.	117.48	460556	
M&D SUPPLY	77.90	460569	
MUNRO'S	255.52	460574	
TRI-CITY COFFEE SERVICE	145.10	460595	
UNITED STATES POSTAL SERVICE	7.60	460610	
DISH NETWORK	123.58	460635	
STARS OVER TX SOFTBALL	725.00	460695	
STARS OVER TX SOFTBALL	1,125.00	460696	
REXEL USA INC	16.96	460702	
			3,091.14**
CAPITAL PROJECTS FUND			
THE LABICHE ARCHITECTURAL GROUP	450.00	460539	
B.C. MILLER ELECTRIC, INC.	600.00	460573	
			1,050.00**
AIRPORT FUND			
BEARCOM	326.70	460605	
UNITED STATES POSTAL SERVICE	.82	460610	
CENTERPOINT ENERGY RESOURCES CORP	105.50	460626	
TEXAS DEPT OF HEALTH SERV- ASBESTOS	57.00	460637	
			490.02**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	139,689.60	460648	
EXPRESS SCRIPTS INC	74,006.03	460701	
			213,695.63**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	5,709.28	460628	
			5,709.28**
SHERIFF'S FORFEITURE FUND			
SILSBEE FORD INC	22,032.50	460665	
			22,032.50**
			429,745.53***

OUT OF STATE TRAVEL REQUEST FORM

1.Is the trip budgeted? If not, how is the trip to be funded?

Yes, trip budgeted fiscal year 2018-2019.

2. Is the training mandatory, or does the training directly impact the employee's assigned job duties?

The training is beneficial to the County Clerk's office in the filing, recoding, and indexing of all the County official records.

3. Does the benefit appear to be worth the cost?

Definitely

4. Is the training available locally or within the state of Texas?

No, this Vendor moves from state to state due to the wide range of customers they serve globally.

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704

JEFF R. BRANICK
County Judge

Beaumont (409) 835-8466
Pt. Arthur (409) 727-2191 Ext. 8466
Facsimile (409) 839-2311

June 24, 2019

Mr. Tri Nguyen
GLOW Investment Group
1416B Campbell Road, Ste 206
Houston, Texas 77055

Re: Ground Leases – The Landing in Nederland

Per paragraph 48 of the written leases between Jefferson County and GLOW Investment Group regarding property at the Jack Brooks Regional Airport, Jefferson County hereby gives GLOW Investment Group written notice of cancellation. All applicable periods and deadlines within the leases have expired. In addition, no development work has been conducted upon the property and therefore, no payments of any kind are due to either party. As of this date, the leases, including Phase 1 through Phase 8, are hereby terminated.

Jeff R. Branick, County Judge

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704

JEFF R. BRANICK
County Judge

Beaumont (409) 835-8466
Pt. Arthur (409) 727-2191 Ext. 8466
Facsimile (409) 839-2311

June 24, 2019

Ms. Kay DeCuir
Nederland Economic Development Corp.
1519 Boston Avenue
Nederland, Texas 77627

Re: Interlocal Agreement for Construction of Airport Development Infrastructure Improvements

On June 24, 2019, the Jefferson County Commissioners' Court voted to withdraw from the Interlocal Agreement between Jefferson County, City of Nederland and the Nederland Economic Development Corporation for commercial development infrastructure improvements on property at the Jack Brooks Regional Airport. Per paragraph VI of the Agreement, Jefferson County hereby gives all parties the required 60-day notice of Jefferson County's intent to withdraw from the Interlocal Agreement and such withdrawal will be effective on August 23, 2019.

Jeff R. Branick, County Judge

Cc: City of Nederland
City Manager
P.O. Box 967
Nederland, TX 77627

James Wimberley
Law Offices of James Wimberley
221 S. Highway 69
Nederland, TX 77627

AGENDA ITEM **June 24, 2019**

Consider, possibly approve, receive and file annual audit of Jefferson County Emergency Services District No. 4, pursuant to Sec. 775.082, Texas Health & Safety Code.

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
3535 CALDER AVENUE, SUITE 300
BEAUMONT, TEXAS 77706
PHONE: (409) 833-9182
FAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

June 18, 2019

Via Email
Jefferson Co. Commissioners Court
c/o Hon. Jeff Branick, County Judge
Jefferson County Courthouse
1001 Pearl St.
Beaumont, Texas 77701

Re: Jefferson Co. ESD No. 4 – Fiscal Year 2017-18 Audit Report
B&O File No. 87102.

Dear Judge Branick and County Commissioners,

Enclosed please find a copy of Jefferson County Emergency Services District No. 4's annual audit report for the fiscal year ended September 30, 2018, which is being submitted to the Jefferson County Commissioners' Court in accordance with Section 775.082 of the Texas Health & Safety Code.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By: _____
Joshua C. Heinz

JCH/jcr
Enclosure

cc: ***Via Email***
Fred Jackson
Sandra Melton, District Treasurer
Pat Larson, District Administrator

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2018

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

Annual Financial Report

For the Year Ended September 30, 2018

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4

CERTIFICATE OF BOARD

We, the undersigned, certify that this accompanying audit report of the above named district was reviewed and approved for the year ended September 30, 2018 at a meeting of the Board of Commissioners held on the 17th day of June, 2019.

Board President, Jeff Roebuck

~~Board Secretary~~ Board Treasurer, Sandra Melton

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4
Annual Financial Report
For The Year Ended SEPTEMBER 30, 2018

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INTRODUCTORY SECTION

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4

JEFFERSON COUNTY, TEXAS

FOR THE YEAR ENDED SEPTEMBER 30, 2018

Board of Commissioners

Jeffery Roebuck	President
Charles Reneau	Vice President
Randy Walston	Secretary
Sandra Melton	Treasurer
Robert Bordes	Asst. Treasurer

Command Staff

Jeremy Hansen	Fire Chief

FINANCIAL SECTION

J. R. Edwards & Associates, LLC
Certified Public Accountants

June 14, 2019

INDEPENDENT AUDITOR'S REPORT

The Board of Commissioners
Jefferson County Emergency Services District No. 4
Jefferson County, Texas

We have audited the accompanying financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No.4, as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund the Jefferson County Emergency Services District No. 4, as of September 30, 2018, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

1465 Cornerstone Court, Ste. A • Beaumont, TX 77706
Phone (409) 924-9100 • Fax (409) 924-0990

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4 - 9 and page 23 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

J.R. Edwards & Associates, LLC

In this section of the Annual Financial Report, we, the managers of the Jefferson County Emergency Services District No. 4 (the District), discuss and analyze the District's financial performance for the fiscal year ended September 30, 2018. We encourage readers to consider the information presented here in conjunction with the independent auditors' report on page 2, and the District's Basic Financial Statements that begin on page 10.

FINANCIAL HIGHLIGHTS

- The District's total combined net position was $1,359,522 at September 30, 2018, as compared to $1,024,098 at September 30, 2017.
- During the year, the District's expenses were $335,424 less than the $748,967 generated in taxes and other revenues for governmental activities.
- The general fund reported a fund balance this year of $749,556. All is for unrestricted use by the District. The prior year fund balance was $429,497 at year end.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements include three components: (1) management's discussion and analysis (this section), (2) the basic financial statements, and (3) required supplementary information.

Government-Wide Financial Statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business. They include the Statement of Net Position and the Statement of Activities that provide information about the activities of the District as a whole and present a longer-term view of the District's property and debt obligations and other financial matters. They reflect the flow of total economic resources in a manner similar to the financial reports of a business enterprise.

The Statement of Net Position presents information in a format that displays assets, plus deferred outflows of resources, less liabilities, less deferred inflows of resources to equal net position. Net position is displayed in three components – net investment in capital assets, restricted, and unrestricted. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. To assess the overall health of the District, one needs to consider additional nonfinancial factors such as changes in the District's tax base.

The *Statement of Activities* presents information showing how the government's net position changed during the current fiscal year. All changes in net position are reported for all of the current year's revenues and expenses regardless of when cash is received or paid. Thus, revenue and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the District's government-wide financial statements distinguish the functions of the District as being principally supported by taxes (governmental activities) as opposed to business-type activities that are intended to recover all or a significant portion of their costs through user fees and charges.

OVERVIEW OF THE FINANCIAL STATEMENTS - Continued

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objects. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related requirements. The fund financial statements provide detailed information about the District's most significant funds, *not* the District as a whole.

- Some funds are required by State law and by bond covenants.
- The Board of Commissioners may establish other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.

The District has the following kinds of funds:

- ***Governmental Funds.*** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

  Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

  The District's major governmental fund is the General Fund. Data for the remaining governmental funds are combined into a single, aggregated presentation.

  The District adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

Notes to the Financial Statements. The notes provide additional information that is essential to a complete understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 16-22 of this report.

Required Supplementary Information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* that further explains and supports the information in the financial statements. Required supplementary information can be found on page 23 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Our analysis focuses on the Net Position (Table I) and Changes in Net Position (Table II) of the District's governmental activities.

The District's combined net position was $1,359,522 at September 30, 2018. (See Table I)

Table I
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4
Net Position

	September 30, 2018	September 30, 2017
Current and Other Assets	$ 810,614	$ 520,735
Capital Assets	741,660	705,066
Total Assets	1,552,274	1,225,801
Long-term Liabilities	103,769	239,722
Other Liabilities	88,983	52,600
Total Liabilities	192,752	292,322
Net Assets:		
Invested in Capital Assets Net of Related Debt	568,614	555,963
Unrestricted	790,908	468,135
Total Net Position	$ 1,359,522	$ 1,024,098

A portion of the District's net position, $568,614, reflects its investment in capital assets net of related debt. The District uses these capital assets to provide services to citizens; therefore, these assets are not available for future spending. The $790,908 of unrestricted net position represents resources available to fund the programs of the District next year.

Changes in net position. The District's total revenues were $748,967. For the current year most of the revenues resulted from property taxes levied and miscellaneous revenues accounted for less than one percent.

In future years most of the District's revenues will be derived from property taxes.

Total Cost of all programs and services was $413,543. The net position of the District for the current year increased $335,424 (see Table II on page 7 of this report).

GOVERNMENT-WIDE FINANCIAL ANALYSIS, Continued

Key elements of the governmental activities of the District are reflected in the following table.

TABLE II
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4
Changes in Net Position

	September 30, 2018	September 30, 2017
Revenues:		
General Revenues:		
Maintenance and Operations Taxes	559,329	535,983
Miscellaneous	189,638	22,038
Total Revenue	748,967	558,021
Expenses:		
General government	155,457	110,047
Fire and emergency services	258,086	348,132
Total Expenses Governmental Activities	413,543	458,179
Increase (Decrease) in Net Assets	335,424	99,842
Net Assets - October 1 (Beginning)	1,024,098	924,256
Net Assets - September 30 (Ending)	$ 1,359,522	$ 1,024,098

GOVERNMENTAL ACTIVITIES

- Property tax rates were set at $.079867 per $100 valuation for M&O. The rate for 2018-2019 is set at $.081291 per $100 of taxable valuation for M&O.

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

As previously noted, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

GENERAL FUND BUDGETARY HIGHLIGHTS

There were few budget amendments for the 2017-2018 year and all were approved by the Commissioners.

CAPITAL ASSET AND LONG-TERM DEBT ACTIVITY

Capital Assets. At September 30, 2018 the District had $741,660 (net of depreciation) invested in capital assets, buildings, equipment and vehicles.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4
Capital Assets
Governmental Activities

	September 30, 2018	September 30, 2017
Buildings and Improvements	$ 67,155	$ 67,155
Emergency equipment and vehicles	956,872	909,423
Totals	1,024,027	976,578
Less Accumulated Depreciation:		
Buildings and Improvements	(2,819)	(2,051)
Emergency equipment and vehicles	(279,548)	(178,842)
Total Accumulated Depreciation	(282,367)	(180,893)
Net Capital Assets	$ 741,660	$ 795,685

Long-Term Debt. At year-end, the District had $173,045 in notes payable outstanding. More detailed information about the District's long-term liabilities is presented in the notes to the financial statements.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4
Outstanding Debt

	September 30, 2018	September 30, 2017
Governmental activities:		
Note Payable	$ 173,045	$ 239,722
Total	$ 173,045	$ 239,722

ECONOMIC FACTORS AND NEW YEAR'S BUDGETS AND RATES

- The District's board adopted a balanced budget for the next fiscal year after giving consideration to the property tax assessed valuations and the level tax rate along with the needs of the District.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the District's finances as well as demonstrate accountability for funds the District receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Jefferson County Emergency Services District No 4.

BASIC FINANCIAL STATEMENTS

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4 EXHIBIT A

STATEMENT OF NET POSITION

FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Primary Government
	Governmental Actitivies
ASSETS	
Cash and cash equivalents	$ 758,891
Taxes receivable - net of allowance	47,375
Other receivables	3,188
Prepaids	1,160
Capital assets:	
Buildings, property, and equipment, net	741,660
Total Assets	1,552,274
LIABILITIES	
Accounts payable	19,706
Non-current liabilities:	
Due within one year	69,277
Due in more than one year	103,769
Total Liabilities	192,752
NET POSITION	
Net investment in capital assets	568,614
Unrestricted	790,908
Total Net Position	$ 1,359,522

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4 EXHIBIT B

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2018

Functions / Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Primary Government Governmental Activities
Governmental activities:				
General government	$ 155,457	$ -	$ -	$ (155,457)
Fire and emergency services	258,086	-	-	(258,086)
Total governmental activities	413,543	-	-	(413,543)
Total Primary Government	$ 413,543	$ -	$ -	$ (413,543)

Property taxes, penalties and interest	559,329
Contributions not restricted to specific programs	
Other miscellaneous	189,638
Total general revenues	748,967
Change in Net Position	335,424
Net Position- Beginning	1,024,098
Net Position - Ending	$ 1,359,522

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4 EXHIBIT C

BALANCE SHEET - GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Total Governmental Funds General Fund
ASSETS:	
Cash and cash equivalents	$ 758,891
Property taxes receivable (net of allowances for doubtful accounts)	47,375
Other receivables	3,188
Prepaid items	1,160
TOTAL ASSETS	$ 810,614
LIABILITIES AND FUND BALANCES:	
LIABILITIES:	
Accounts payable	$ 19,706
TOTAL LIABILITIES	19,706
DEFERRED INFLOWS OF RESOURCES:	
Unavailable revenue - property tax	41,352
TOTAL DEFERRED INFLOWS OF RESOURCES	41,352
FUND BALANCES:	
Unassigned Fund Balance	749,556
Total fund balances	749,556
TOTAL LIABILITIES DEFERRED INFLOWS AND FUND BALANCE	$ 810,614

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4 EXHIBIT C-1

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2018

Governmental fund balance as reported on the balance sheet for governmental funds.	$	749,556
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		741,660
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.		(173,046)
Recognition of deferred revenue as revenue increases net position.		41,352
Total net position as reported on the Statement of Net Position for Governmental Activities.	$	1,359,522

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4 EXBHIBIT D

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Total Governmental Funds
	General Fund
REVENUES	
Property taxes, penalties and interest	$ 556,615
Other miscellaneous	189,638
Total revenue	746,253
EXPENDITURES:	
Current:	
General government	155,457
Fire and emergency services	204,061
Total expenditures	359,518
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	386,735
OTHER FINANCING SOURCES (USES)	
Principal payments on loan	(66,676)
Total other financing sources and uses	(66,676)
NET CHANGE IN FUND BALANCES	320,059
FUND BALANCES - BEGINNING	429,497
FUND BALANCES - ENDING	$ 749,556

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4 EXHIBIT D-1

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED SEPTEMBER 30, 2018

Net change in fund balances - total governmental funds (Exhibit D)		$ 320,059
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.		
Capital Outlay	$ 47,448	
Depreciation	(101,473)	(54,025)
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.		
Principal payments on loan	66,676	66,676
Because some revenues will not be collected for several months after the District's fiscal year end, they are not considered "available" revenue and are deferred in the governmental funds. Deferred revenues increased by this amount in the current period.		2,714
Change in net position of governmental activities (Exhibit B)		$ 335,424

The accompanying notes are an integral part of this financial statement.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The financial statements of the Jefferson County Emergency Services District No. 4 (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following represents the significant accounting policies used by the District.

A. Reporting Entity

On May 11, 2013, the voters of the District approved the formation of an emergency services district under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Health and Safety Code of the State of Texas. On May 11, 2013, the County Commissioners Court of Jefferson County, Texas approved the order to form the Jefferson County Emergency Services District No. 4. The District was formed on June 10, 2013 and operates under Board of Commissioners appointed by the Commissioners Court of Jefferson County. The District services the areas previously serviced by the Cheek Volunteer Fire Department and the Labelle-Fannett Volunteer Fire Department. The District is exempt from federal income taxes, state sales tax and state franchise tax.

B. Government-wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Changes in Net Position) report information on all of the nonfiduciary activities of the primary government. *Governmental activities,* which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

The District currently does not have any business-type activities or component units.

The statement of activities demonstrates the degree to which the direct expenses of a given structure or segment, are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues.*

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

C. Fund Financial Statements

The fund financial statements provide information about the government's funds. The emphasis of fund financial statements is on major governmental funds. At this time the District only has one fund.

The District reports the following major governmental funds:

The *general fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

D. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

Governmental fund financial statements are reported using the current financial *resources measurement focus* and the *modified accrual basis of accounting*. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual, i.e., both measurable and available to finance expenditures of the fiscal period. Revenues are considered available when they are collectible within the current period or soon enough thereafter to be pay liabilities of the current period. For this purpose, the government considers revenues available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, claims and judgments, are recorded only when the payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

E. Budgetary Data

The following procedures are utilized in establishing the budgetary data reflected in the basic financial statements:

a. The Fire Chief submits to the Commissioners a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them. The General Fund is the only Fund the District has at this time.

b. A Public hearing is conducted, after proper official journal notification, to obtain taxpayer comments.

c. Prior to September 30th, the budget is legally adopted.

d. Budget appropriations lapse at year-end and are re-established in the succeeding year.

e. Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

F. Cash and Investments

Cash includes amounts in demand and time deposit accounts. Investments are reported at fair value. Short-term investments, such as certificates of deposit and debt securities with a maturity date of less than one year, are reported at cost, which approximates fair value.

G. Property Taxes Receivable

Property appraisal within the District is the responsibility of the Jefferson County Appraisal District (Appraisal District). The Appraisal District is required under the Property Tax Code to appraise all property within the County on the basis of 100% of its market value.

In the governmental fund financial statements, property taxes that are measurable and available (receivable within the current period and collected within the current period or within 60 days thereafter to be used to pay liabilities of the current period) are recognized as revenue in the year of levy. Property taxes that are measurable, but not available, are recorded, net of estimated uncollectible amounts, as deferred revenues in the year of levy. Such deferred revenues are recognized as revenue in the fiscal year in which they become available.

H. Receivables

All receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

I. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

J. Capital Assets

Capital assets which include property, furniture, and equipment are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of $5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. When assets are retired or otherwise disposed of, the related costs or other recorded amounts are removed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings	20-30
Leasehold Improvements	15-30
Furniture and Equipment	5-10
Vehicles	5-15

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

K. Long-term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight line method. Bonds payable are reported net of the applicable bond premium or discount.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as expenditures.

L. Fund Equity

In the fund financial statements, governmental funds report classifications of fund balance based on controls placed upon the funds. In accordance with GASB Statement No. 54, fund balance classifications are recorded as follows:

Non-spendable Fund Balance – amounts that are not in spendable form or amounts that are legally and contractually required to be maintained intact.

Restricted Fund Balance – amounts constrained to a specific purpose by external parties through constitutional provisions or by enabling legislation.

Committed Fund Balance – amounts constrained to a specific purpose by the Commissioners (the highest level of authority within the District); amounts may only be appropriated by resolution of the Board of Commissioners and those amounts cannot be used for any other purpose unless the Commissioners take the same action to remove or change the constraint.

Assigned Fund Balance- the Board of Commissioners delegate authority to the District Fire Chief to assign amounts for specific purpose as appropriate.

Unassigned Fund balance – residual classification applicable to the general fund only.

The District's unassigned general fund balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The unassigned general fund balance may only be appropriated by resolution of the Commissioners.

When it is appropriate for fund balance to be assigned, the Commissioners delegate authority to the District Fire Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is from the most restrictive to the least restrictive, unless otherwise approved by the Commissioners.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

M. Implementation of New Standards

GASB Statement 63 Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position, amends the net asset reporting requirements in Statement No. 34 and other pronouncements by incorporating deferred outflows of the resources and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position rather than net assets. This is reflected in the District's financial statements.

N. Date of Management's Review

In preparing the financial statements, the District has evaluated events and transactions for potential recognition for disclosure through June 28, 2018, the date that the financial statements were available to be issued.

NOTE 2: CASH AND INVESTMENTS

At year-end, the District's carrying amount of deposits was $758,891 and the bank balance was $760,064. At September 30, 2018, the bank balance was covered by federal depository insurance. Deposits are exposed to custodial risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name. The District's ending bank balance was $760,064 as of September 30, 2018. Of this amount, $250,000 was covered by FDIC insurance; the remainder was covered by collateral held in the District's name, allowing the District to be collateralized.

NOTE 3: PROPERTY TAXES

Property taxes are collected by Allison Getz, Jefferson County Tax Assessor Collector, and are forwarded to the District through bank transfer. The tax rate held by the District during 2018 was $.079867 per $100 of assessed valuation. Property tax revenues are considered available when they become due or past due and are considered receivable within the current period, including those property taxes expected to be collected during a 60 day period after the close of the District's fiscal year. Property taxes are levied on October 1 of each year, a lien is placed on the property on January 1, and the taxes become due on January 31. The taxable assessed value for the roll of December 31, 2017 was $648,262,844. Property taxes receivable for 2018 are $47,375 net of allowance for doubtful accounts of $25,780.

NOTE 4: CAPITAL ASSETS

Capital asset activity for the governmental activities for the year ended September 30, 2018 was as follows:

Governmental Activities	Beginning Balance	Current Year Increases	Current Year Decreases	Ending Balance
Capital assets being depreciated:				
Buildings	$ 67,155	$ -	$ -	$ 67,155
Fire equipment and vehicles	909,424	47,448	-	956,872
Total capital assets being depreciated:	976,579	47,448	-	1,024,027
Less accumulated depreciation:				
Buildings	(2,050)	(769)	-	(2,819)
Fire equipment and vehicles	(178,844)	(100,704)	-	(279,548)
Total accumulated depreciation	(180,894)	(101,473)	-	(282,367)
Total capital assets being depreciated, net	795,685	(54,025)	-	741,660
Governmental activities capital assets, net	$ 795,685	$ (54,025)	$ -	$ 741,660

Depreciation expense of the governmental activities was charged to functions/programs as follows:

Fire and Emergency Services	$ 101,473
Total Depreciation Expense - Governmental Activities	$ 101,473

NOTE 5: LONG TERM DEBT

The District entered into a loan agreement for the purchase of a vehicle for fire and emergency services.

Long-term debt at September 30, 2018, is summarized as follows:

Date Issued	Amount	Final Maturity	Annual Installments	% Rate	Outstanding Balance
2015	$ 189,516	2020	$41,011	2.686%	79,710
2016	152,000	2021	$32,604	2.379%	93,335
					$ 173,045

Interest on the loan shall be computed at a fixed rate of 2.686% and 2.379% respectively, for five years provided that such rate shall not exceed the highest lawful rate. This note may be prepaid in full according to the early redemption value on due date of the loan in years three and four as shown on the table below.

NOTE 5: LONG TERM DEBT, Continued

Annual requirements to maturity for the loan is as follows:

Year Ending September 30,	Principal	Interest	Total	Early Redemption Value
2019	69,277	3,460	72,737	103,629
2020	71,045	2,571	73,616	32,011
2021	32,723	758	33,481	N/A
Total	$ 173,045	$ 6,789	$ 179,834	$ 135,640

Changes in long-term liabilities

Long-term liability activity for the year ended September 30, 2018, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Loans payable	239,721	-	66,676	173,045	69,277
Governmental activities Long-Term Liabilities	$ 239,721	$ -	$ 66,676	$ 173,045	$ 69,277

NOTE 6: OTHER INFORMATION

A. Risk Management

The District continues to carry commercial insurance for the risks of loss. There were no significant reductions in commercial insurance coverage in the past fiscal year and settled claims resulting from these risks have not exceeded coverage during the year. Management believes the amount and types of coverage are adequate to protect the District from losses which could reasonably be expected to occur.

B. Contingent Liabilities

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any to be immaterial.

REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures required by the Governmental Accounting Standards Board but not considered a part of the basic financial statements.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4 EXHIBIT E

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Property taxes, penalties and interest	$ 540,000	$ 555,000	$ 556,615	$ 1,615
Other miscellaneous	57,000	192,000	189,638	(2,362)
Proceeds from Loans	350,000	-	-	-
Total revenue	947,000	747,000	746,253	(747)
EXPENDITURES				
Current:				
General government	113,750	125,750	155,457	(29,707)
Fire and emergency services	674,121	343,650	204,061	139,589
Total expenditures	787,871	469,400	359,518	109,882
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	159,129	277,600	386,735	109,135
OTHER FINANCING SOURCES (USES)				
Principal payments on loan	(67,544)	(67,544)	(66,676)	868
Total other financing sources and uses	(67,544)	(67,544)	(66,676)	868
NET CHANGE IN FUND BALANCES	91,585	210,056	320,059	110,003
FUND BALANCES AT BEGINNING OF YEAR	429,497	429,497	429,497	-
FUND BALANCE AT END OF YEAR	$ 521,082	$ 639,553	$ 749,556	$ 110,003

The accompanying notes are an integral part of this financial statement.

COMPLIANCE SECTION

J. R. Edwards & Associates, LLC
Certified Public Accountants

June 14, 2019

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Commissioners
Jefferson County Emergency Services District No. 4
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No. 4 (District), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated June 14, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Jefferson County Emergency Services District No. 4 financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

1465 Cornerstone Court, Ste. A • Beaumont, TX 77706
Phone (409) 924-9100 • Fax (409) 924-0990

Board of Commissioners
Jefferson County Emergency Services District No. 4
June 14, 2019

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

J.R. Edwards & Associates, LLC

Joleen E. Fregia
Chief Deputy
E-Mail
joleen@co.jefferson.tx.us

Charlie Hallmark
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
challmark@co.jefferson.tx.us

June 18, 2019

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of May 31, 2019, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.832%. The 90 day Treasury discount rate on May 31, 2019 was 2.29% and the interest on your checking accounts for the month of May was 1.75%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda For June 24th, 2019, to be received and filed.

Sincerely,

Charlie Hallmark

Charlie Hallmark
Enclosure

Agenda should read:
Receive and File Investment Schedule for May, 2019,
including the year to date total earnings on County funds.

JEFFERSON COUNTY
MONTH END MAY 31, 2019 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY Date	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE/COUPON	Coupon paid TO DATE	BOOK VALUE ACCRUED INT.)
INVESTMENTS																
TEXAS CLASS	01-May-19	$2,004,116.94	$2,004,116.94	100	2.420%	31-May-19	NONE	31	31	TX-01-0485-4001	TEXAS CLASS	$2,004,116.94				$2,004,116.94
																$2,003,081.46
CDs and Securities																
FNMA 1.375%	21-Jun-16	$2,000,000.00	$2,000,000.00	100	1.375%	21-Jun-19	21-Dec-16	21	1095	3136G3RD9	WELLS SECURITIES	$1,998,932.00	$99.95	$13,597.22	$68,750.00	$2,012,529.22
FNMA 1.40%	21-Jun-16	$2,000,000.00	$2,000,000.00	100	1.400%	21-Jun-19	21-Dec-16	21	1095	3136G3RM9	NATIONAL ALLIANCE	$1,998,962.00	$99.95	$13,844.44	$70,000.00	$2,012,806.44
FHLMC 1.25%	30-Sep-16	$2,000,000.00	$2,000,000.00	100	1.250%	30-Sep-19	30-Mar-16	122	1095	3134GAHW7	NATIONAL ALLIANCE	$1,993,100.00	$99.66	$4,166.67	$62,500.00	$1,997,266.67
FHLMC 1.30%	18-Oct-16	$2,000,000.00	$2,000,000.00	100	1.300%	18-Oct-19	18-Jan-17	140	1095	3134GAPF5	NATIONAL ALLIANCE	$1,992,430.00	$99.62	$3,105.56	$65,000.00	$1,995,535.56
FNMA 1.80%	16-Oct-17	$2,000,000.00	$2,000,000.00	100	1.800%	16-Oct-20	16-Apr-17	504	1096	3136G4PQ0	COASTAL SECURITIES	$1,987,680.00	$99.38	$4,500.00	$54,000.00	$1,992,180.00
FHLB 1.95%	06-Nov-17	$2,000,000.00	$2,000,650.00	100	1.950%	05-Nov-20	05-Feb-18	524	1095	3130ACLP7	COASTAL SECURITIES	$1,994,658.00	$99.73	$22,100.00	$59,041.67	$2,016,758.00
FHLB 2.20%	29-Jan-18	$2,500,000.00	$2,500,000.00	100	2.200%	29-Jan-21	29-Jan-19	609	1096	3130ADC26	NATIONAL ALLIANCE	$2,500,097.50	$100.00	$18,486.11	$55,000.00	$2,518,583.61
FFCB 2.47%	12-Feb-18	$2,000,000.00	$2,000,000.00	100	2.470%	12-Feb-21	12-Feb-19	623	1096	3133EJCK3	NATIONAL ALLIANCE	$2,000,044.00	$100.00	$14,820.00	$49,400.00	$2,014,864.00
FHLMC 2.42%	28-Feb-18	$2,000,000.00	$2,000,000.00	100	2.420%	26-Feb-21	26-Feb-19	637	1094	3134GSDF9	FTN CAPITAL MARKETS	$2,001,792.00	$100.09	$12,637.78	$48,131.11	$2,014,429.78
FHLMC 1.30%	23-Aug-16	$4,000,000.00	$4,000,000.00	100	1.300%	23-Aug-19	23-Jan-17	84	1095	3134GAAF1	COASTAL SECURITIES	$3,990,300.00	$99.76	$4,477.78	$130,000.00	$3,994,777.78
FNMA 1.55%	27-Dec-16	$2,000,000.00	$2,000,000.00	100	1.550%	27-Dec-19	27-Jun-17	210	1095	3136G4JK0	NATIONAL ALLIANCE	$1,987,780.00	$99.39	$8,438.89	$62,000.00	$1,996,218.89
FHLMC 1.70%	30-Jun-17	$2,000,000.00	$2,000,000.00	100	1.700%	29-Jun-20	29-Sep-17	395	1095	3134GBVT6	NATIONAL ALLIANCE	$1,984,212.00	$99.21	$17,000.00	$50,905.56	$2,001,212.00
FHLMC 1.85%	24-Jul-17	$2,000,000.00	$2,000,000.00	100	1.850%	24-Jul-20	24-Oct-17	420	1096	3134GBZE5	NATIONAL ALLIANCE	$1,992,754.00	$99.64	$17,986.11	$55,500.00	$2,010,740.11
FHLB 2.50%	27-Feb-19	$1,000,000.00	$1,000,138.89	100	2.500%	25-Feb-20	NONE	270	363	3130AFX77	NATIONAL ALLIANCE	$1,001,398.00	$100.14	$8,819.44		$1,010,217.44
FHLB 2.60%	14-May-19	$2,000,000.00	$2,000,000.00	100	2.600%	14-May-21	14-Aug-19	713	730	3130AGFB6	WELLS SECURITIES	$2,000,950.00	$100.05	$15,888.89		$2,016,838.89
* (Investment CD's)														$179,868.89	$830,228.34	

	TOTAL PAR	AMT. INVESTED	WEIGHTED AVG. YLD	EQUIVALENT TREAS. RATE	WEIGHTED AVG.	MATURITY	TOTAL MARKET VALUE	TOTAL BOOK VALUE
INVESTMENT ACCTS	$2,004,116.94	$2,004,116.94					$2,004,116.94	
CDs and Securities	$31,500,000.00	$31,500,788.89	1.832%	2.050%	326	DAYS	$31,425,089.50	
TOTALS ALL ACCTS:	$33,504,116.94	$33,504,905.83					$33,429,206.44	$35,612,156.79

PLEDGE COLLATERAL REPORT WELLS FARGO
ALL COUNTY FUNDS
AS OF MAY 31, 2019

MARKET VALUE OF PLEDGE SECURITIES	$114,064,122.36
BALANCE IN ALL ACCOUNTS:	$77,709,113.06
OVER OR (UNDER) AMOUNT:	$36,355,009.30
	146.78%

COMPLIANCE STATEMENT

This in an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act

The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.

Charlie Hallmark, Jefferson County Investment Officer

MAY 2019, JEFFERSON COUNTY INVESTMENT MATURITIES
MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	
INVESTMENTS												
TEXAS CLASS	01-May-19	$2,000,000.00	$2,000,000.00		2.420%	31-May-19		31	TX-01-0485-4001	TEXAS CLASS	$4,116.94	
FHLB 1.95%	06-Nov-17	$2,000,000.00	$2,000,650.00	100	1.950%	05-Nov-20	05-May-19	1095	3130ACLP7	COASTAL SECURITIES	$19,500.00	COUPON
												$23,616.94
CHECKING INTEREST												
POOLED CASH ACCT		MAY INTEREST			1.750%			31	7783975381	WELLS FARGO	$89,504.76	
OTHER COUNTY ACCTS		MAY INTEREST			1.750%			31		WELLS FARGO	$4,349.52	
TAX LICENSE ACCT		MAY INTEREST							7783975274	WELLS FARGO	$374.52	
												$94,228.80
TOTAL		$4,000,000.00	$4,000,650.00								$117,845.74	$117,845.74

FISCAL YEAR 2018-2019

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	2.280%	$91,324.37	0.700%
NOVEMBER	2.300%	$23,554.43	0.700%
DECEMBER	2.400%	$85,180.51	0.700%
JANUARY	2.500%	$78,944.23	0.700%
FEBRUARY	2.510%	$131,900.97	0.700%
MARCH	2.410%	$50,499.91	0.700%
APRIL	2.330%	$98,064.51	0.700%
MAY	2.290%	$117,845.74	1.750%
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		**$ 677,314.67**	

JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT

Application Date: 06/24/19 Permit #: 01 -OW- 19 Precinct#: 1,2 & 4

Business Name: ORBIT GULF COAST NGL EXPORTS, LLC Business Phone: 713-989-2864

Business Address: 1300 Main Street, Houston, Texas 77002

Local Representative: Mark Band Local Phone: 281-932-0263

State Permit No. (if applicable):

Bond Amount: $5,000,000.00 Bond #: LPM9298693

Description of Work/Type/Location: New 20" pipeline construction. (See Road Use Agreement)

Description of Route: from the western county line, south of Nome, to a facility in Nederland, Texas.

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Signed this 24th day of June 20 19 .

ORBIT GULF COAST NGL EXPORTS, LLC
Name of Company (Permittee)

By: Robert Rose

Title: Vice President of Land & Right of Way

Applicant's Signature

Robert Rose
Applicant's Printed Name

JEFFERSON COUNTY

By: [signature]
Director of Engineering

By: [signature]
Precinct Supervisor

Jody Jannise

Mike [signature]

JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT
(Engineering Department Use Only)

Date Approved: 06/24/19 Application Approved ✓ Yes ____ No

If No, give reason: _____

Processed By: Ernest Clement

Title: Eng. Specialist

Processor's Signature

Ernest Clement

Processor's Printed Name

STATE OF TEXAS

COUNTY OF JEFFERSON

COMMISSIONERS' COURT

OF JEFFERSON COUNTY, TEXAS

AN ORDER REGARDING ROAD USE IN JEFFERSON COUNTY

1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and.
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013

JUDGE JEFF R. BRANICK
County Judge

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY AND Orbit Gulf Coast NGL Exports, LLC

WHEREAS, Orbit Gulf Coast NGL Exports, LLC (hereinafter "Company") intends to conduct new 20" pipeline construction [describe operation], (hereinafter the "Project") at a site located on see attached list of county roads)county road name) located in Precinct No. _____; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1st road name] and County [2nd road name]:

1. County Road see attached list of county roads ;
2. County Road _____ ; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road see attached list of county roads and County road _____ for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of July 1, 2019 to a termination date of July 1, 2020. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.

2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.

3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name:_____] and County [2nd road name:_____] for additional support.

4. Company shall provide a surety bond in the sum of [$ 5,000,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 1, 2, and 4 of Jefferson County, Texas before transporting any equipment on County [road name: see attached list of county roads and County [2nd road name: _____] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 24th day of June, 2019

Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 24th day of June, 2019

Attest:

By [illegible], Chief Deputy
Jefferson County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ORBIT GULF COAST NGL EXPORTS, LLC

Robert Rose, Vice President of Land and Right of Way

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on 5/13, 2019 by Robert Rose in the capacity of Vice President of Land and Right of Way, of Orbit Gulf Coast NGL Exports, LLC, a Delaware limited liability company, on behalf of said company.

Laurie J Benton

LAURIE J. BENTON
Notary Public, State of Texas
Comm. Expires 10-06-2019
Notary ID 174966

Exhibit 1

Estimate of Cost:

Length of [1st road name]:
Type of road surface/material:
Number of culverts/bridges:
Any other special features:
Length of [2nd road name]:
Type of road surface/material:
Number of culverts/bridges:
Any other special features:

Anticipated cost of Repair:
Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)
Foreman $ 29.90 per hour x _____ hours = $_____

Equipment Operator $ 25.00 per hour x _____ hours = $_____

Truck Driver Other $ 20.00 per hour x _____ hours = $_____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).
Truck $ 35.00 per hour x _____ hours = $_____

Grader $ 55.00 per hour x _____ hours = $_____

Gradall Other $ 80.00 per hour x _____ hours = $_____

Material: (Rate includes cost to acquire and transport to location)
Base mtl $ 34.38 Per Ton + $_____ per hour x _____ hours = $_____

Asphalt $ 97.90 Per Ton + $_____ per hour x _____ hours = $_____

Other at $ 70.40 Per Ton + $_____ per hour x _____ hours = $_____

Total for [1st road name] $_____

JEFFERSON COUNTY ROADS & DISTANCES FOR ROAD USE AGREEMENT
LONE STAR AND ORBIT PIPELINES

1)	Nolte Road	1.26 miles
2)	Blair Road	2.17 miles
3)	Mason Road	2.29 miles
4)	Thompson Road	1.68 miles
5)	Paggi Road	1.19 miles
6)	McDermond Road	.48 miles
7)	Lawhon Road	7.07 miles
8)	S. China Road	7.06 miles
9)	Green Pond Gully Road	.35 miles
10)	Boyt Road	1.44 miles
11)	S. Pine Island Road	2.41 miles
12)	Brooks Road	5.29 miles
13)	Kidd Road	1.55 miles
14)	Smith Road	3.30 miles
15)	Hillebrandt Road	8.10 miles
16)	Hebert Road	.92 miles
17)	1st Avenue	.33 miles
18)	Central Blvd.	.60 miles

Fidelity and Deposit Company of Maryland

1400 American Lane, T1-13, Schaumburg, IL 60196

Bond No. LPM9298693

License and/or Permit Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, ORBIT GULF COAST NGL EXPORTS, LLC, as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland, with principal office P.O. Box 1227, Baltimore, Maryland 21203, as Surety, are held and firmly bound unto JEFFERSON COUNTY as Obligee, in the penal sum of Five Million and 00/100 DOLLARS ($ 5,000,000.00), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Obligee a license or permit for Road use agreement that covers county roads used during construction.; and the term of said license or permit is as indicated opposite the block checked below:

☐ Beginning the _____ day of _____, 20 _____, and
ending the _____ day of _____, 20 _____.

☒ Continuous, beginning the 10th day of May, 20 19.

WHEREAS, the Principal is required by law to file with JEFFERSON COUNTY a bond for the above indicated term and conditioned as hereinafter set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses or damage to it caused by said Principal's noncompliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or noncompliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond and

PROVIDED FURTHER, that if this is a continuous bond and the Surety shall so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated the 10th day of May, 20 19.

Principal's Name ORBIT GULF COAST NGL EXPORTS, LLC
PRINCIPAL

By: _____
Vice President, Land and Right of Way

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Lupe Tyler, Attorney-In-Fact

J519a

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Melissa L. FORTIER, Vanessa DOMINGUEZ, Michael J. HERROD, Wendy W. STUCKEY, Lupe TYLER, Lisa A. WARD and Donna L. WILLIAMS, all of Houston, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of January, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____

Secretary
Eric D. Barnes

_____

Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

On this 26th day of January, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

Fidelity and Deposit Company of Maryland
Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

Permit No. 02-P-19

Precinct No. 1, 2 & 4

BOND # LPM 92986 92

APPLICATION FOR PIPE LINE PERMIT
(2003 REVISION)

Date 06/24/19

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

ORBIT GULF COAST NGL EXPORTS, LLC (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of Liquid NGL/Ethane, location of which is fully described as follows: from the western county line, south of Nome, to a facility in Nederland, Texas.

11 pages of drawings attached.
Construction will begin on or after July 1, 2019.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on _____, and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

9	road crossing @ $100.00	$ 900.00
_____	miles parallel @ $150.00/mile or fraction	$ _____
	TOTAL	$ 900.00

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be $5,000.00 per crossing and $50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has

TX-JE-001.902-Nolte Rd., TX-JE-008.901-Thompson Rd.,TX-JE-009.900-McDermand, TX-JE-012.902-S. China Rd.,TX-JE-018.901-Green Pond Gully Rd.,TX-JE-028.900-Boyt Rd.,TX-JE-033.900-Smith Rd.,TX-JE-096.900-Hillebrandt Rd.,TX-JE-107.901-Hebert Rd.

been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time, the permit must be renewed.

Company ORBIT GULF COAST NGL EXPORTS, LLC

By _____
Robert Rose

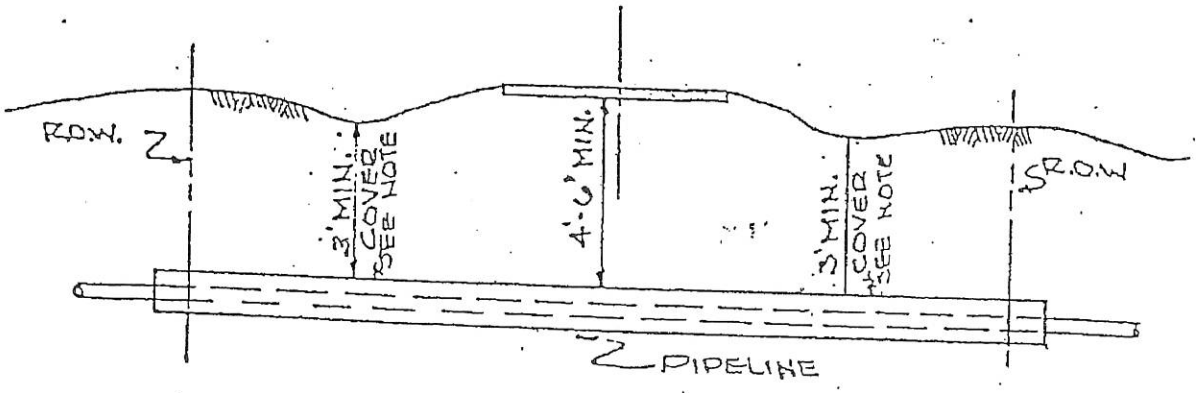
Title Vice President of Land & Right of Way

Address 1300 Main Street

Houston, Texas 77002

Phone No. 713-989-2864

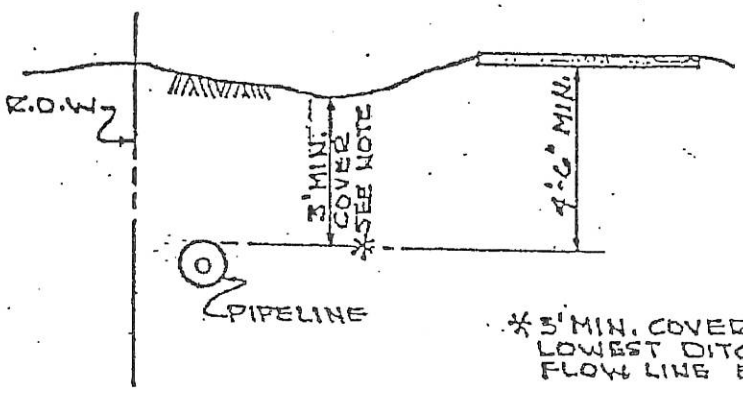
FAX No. 713-989-1209



* 3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

NOTE: CASING TO EXTEND 1'-0" OUTSIDE R.O.W EACH SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING



* 5' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY ENGINEERING DEPARTMENT.
PIPELINE DETAILS (STD.)

TX-JE-001.902-Nolte Rd., TX-JE-008.901-Thompson Rd.,TX-JE-009.900-McDermand, TX-JE-012.902-S. China Rd.,TX-JE-018.901-Green Pond Gully Rd.,TX-JE-028.900-Boyt Rd.,TX-JE-033.900-Smith Rd.,TX-JE-096.900-Hillebrandt Rd.,TX-JE-107.901-Hebert Rd.

ENGINEERING ACTION FORM

The minimum standard bond required is $ 45,000.00

Director of Engineering

06/24/19
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be $ 45,000 VC. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By _____
County Judge

Fidelity and Deposit Company of Maryland

1400 American Lane, T1-13, Schaumburg, IL 60196

Bond No. LPM9298692

License and/or Permit Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, ORBIT GULF COAST NGL EXPORTS, LLC, as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland, with principal office P.O. Box 1227, Baltimore, Maryland 21203, as Surety, are held and firmly bound unto JEFFERSON COUNTY as Obligee, in the penal sum of Forty Five Thousand and 00/100 DOLLARS ($ 45,000.00), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Obligee a license or permit for Covering the permitted pipeline crossings of county roads; and the term of said license or permit is as indicated opposite the block checked below:

☐ Beginning the _____ day of _____, 20 _____, and ending the _____ day of _____, 20 _____.

☒ Continuous, beginning the 10th day of May, 20 19.

WHEREAS, the Principal is required by law to file with JEFFERSON COUNTY a bond for the above indicated term and conditioned as hereinafter set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses or damage to it caused by said Principal's noncompliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or noncompliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond and

PROVIDED FURTHER, that if this is a continuous bond and the Surety shall so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated the 10th day of May, 20 19.

Principal's Name ORBIT GULF COAST NGL EXPORTS, LLC
PRINCIPAL

By: _____
Vice President, Land and Right of Way

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Lupe Tyler, Attorney-In-Fact

J519a

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Melissa L. FORTIER, Vanessa DOMINGUEZ, Michael J. HERROD, Wendy W. STUCKEY, Lupe TYLER, Lisa A. WARD and Donna L. WILLIAMS, all of Houston, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of January, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____

Secretary
Eric D. Barnes

_____

Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

On this 26th day of January, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

Fidelity and Deposit Company of Maryland
Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

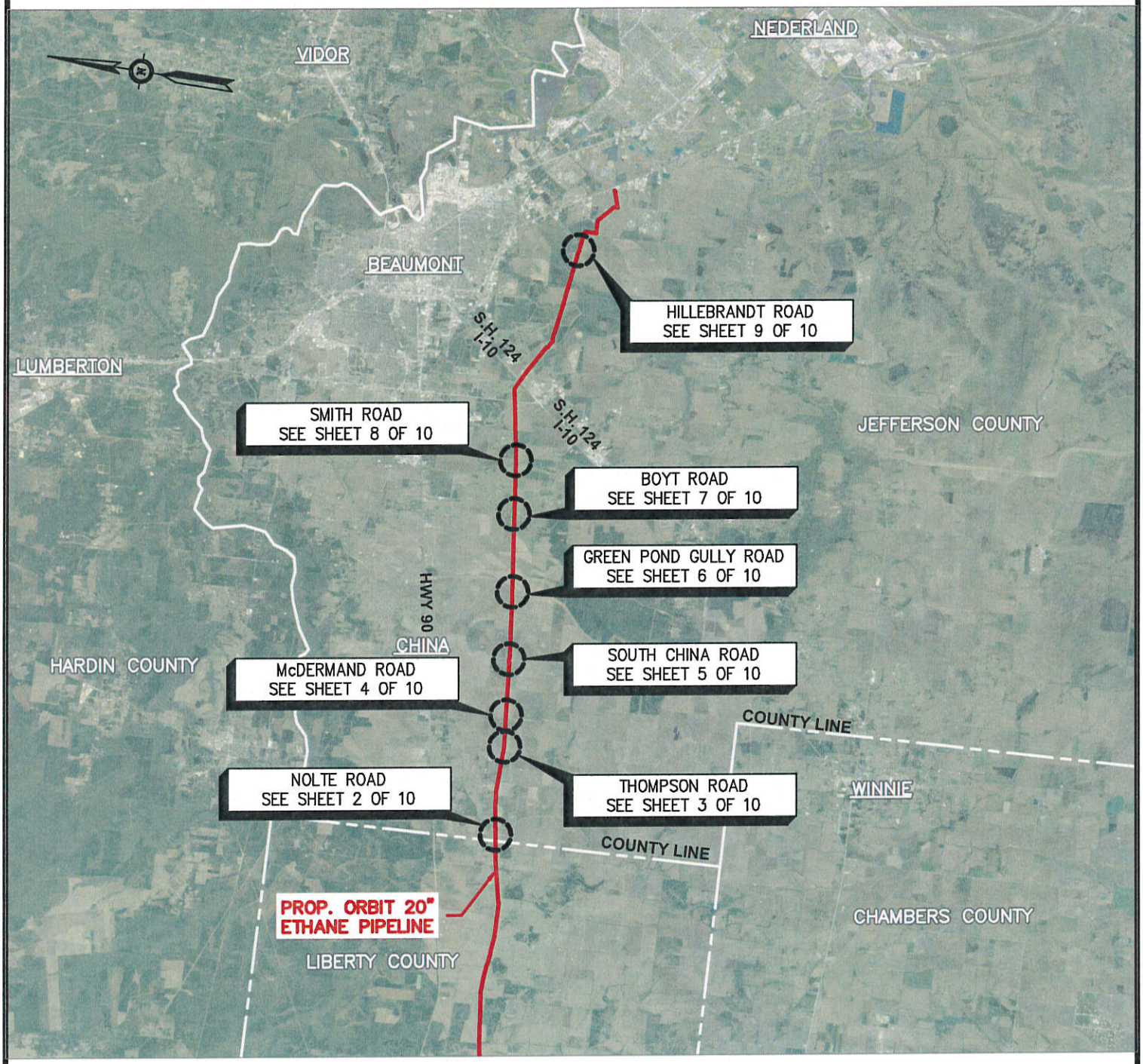
You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

JEFFERSON COUNTY, TEXAS



GRAPHIC SCALE (MILES)

5 2.5 0 5 10

NO.	DATE	REVISION	BY
0	03/13/19	ISSUED FOR ACQUISITION	JZ

ORBIT GULF COAST NGL EXPORTS, LLC

AERIAL ROUTE MAP
PROPOSED ORBIT 20" ETHANE PIPELINE
JEFFERSON COUNTY
ROAD CROSSINGS
JEFFERSON COUNTY, TEXAS

mph Morris P. Hebert, Inc.
surveying & engineering

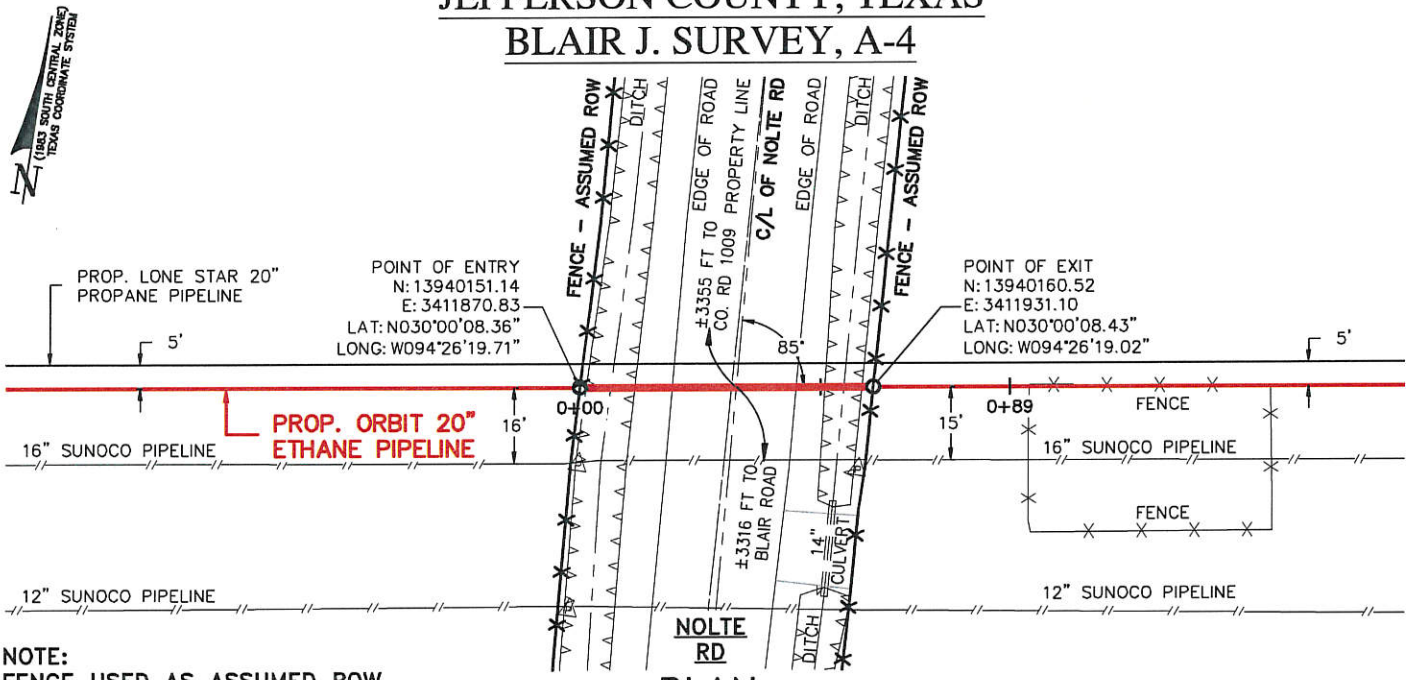
Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	JG	SHEET:	1 OF 10
CHECKED BY:	JA	SCALE:	AS INDICATED
APPROVED BY:	--	DATE:	09/28/18
DRAWING NO.:	13085 – 41501		

H:\Projects\13085-01 ETP Orbit Pipeline\4000 PERMITS\41500-41999 Jefferson County Permits\Jefferson County Permits\20in Orbit Ethane Pipeline\13085-41501 AERIAL OVERVIEW.dwg plotted on Mar 13, 2019 – 7:31pm ACAD ver 21.0s (LMS Tr

H:\Projects\13085-01 ETP Orbit Pipeline\4000 PERMITS\41500-41999 Jefferson County Permits\Jefferson County Permits\20in Orbit Ethane Pipeline\13085-41502 PLAN AND PROFILE NOLTE RD.dwg plotted on May 13, 2019 - 1:22pm ACAD ver 2

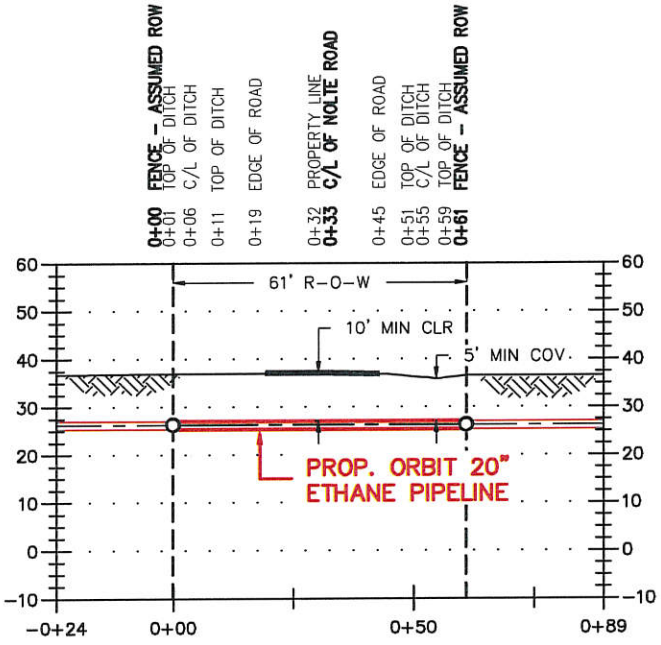
JEFFERSON COUNTY, TEXAS
BLAIR J. SURVEY, A-4



NOTE:
FENCE USED AS ASSUMED ROW

TOTAL LENGTH OF R/W: ±61 FEET

PLAN
(SCALE: 1"=40')



PROFILE
(HORZ. SCALE: 1"=40')
(VERT. SCALE: 1"=40')

NO.	DATE	REVISION	BY
1	05/13/19	ISSUED FOR ACQUISITION	AO
0	03/13/19	ISSUED FOR ACQUISITION	JZ

ORBIT GULF COAST NGL EXPORTS, LLC

PLAN & PROFILE
PROPOSED ORBIT 20" ETHANE PIPELINE

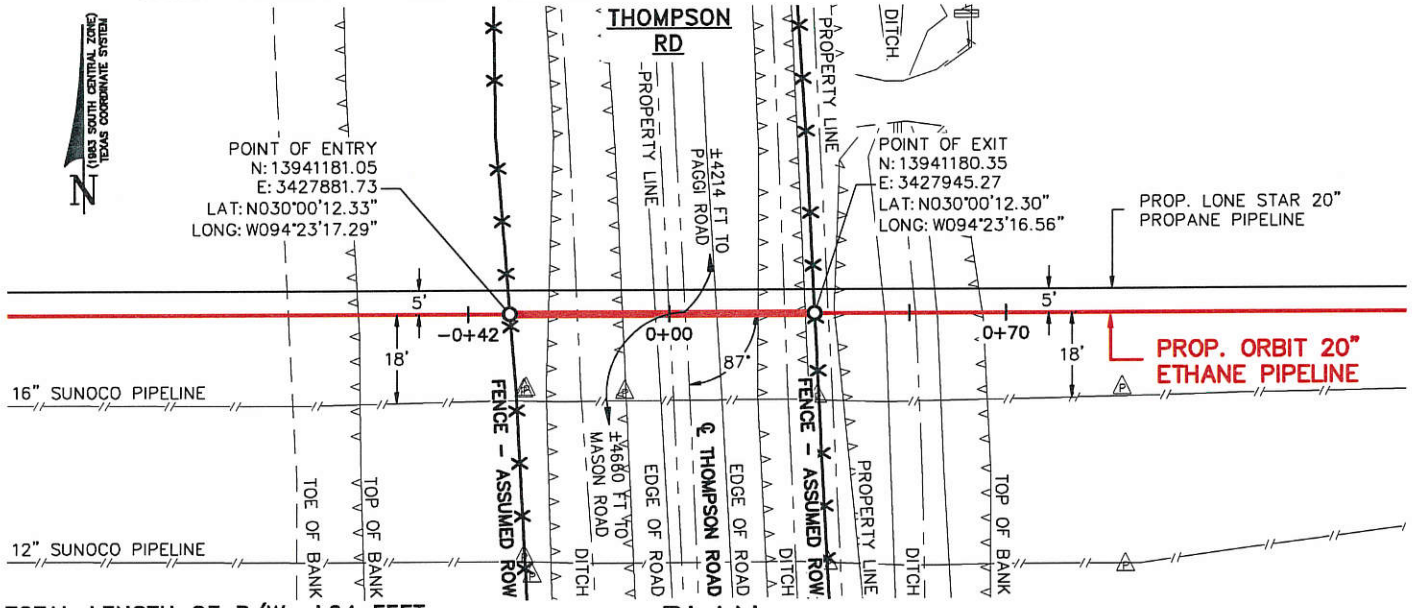
CROSSING NOLTE ROAD
JEFFERSON COUNTY, TEXAS

mph Morris P. Hebert, Inc.
surveying & engineering
Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	JG	SHEET:	2 OF 10
CHECKED BY:	JA	SCALE:	1"=40'
APPROVED BY:		DATE:	09/28/18
DRAWING NO.:	13085 - 41502		

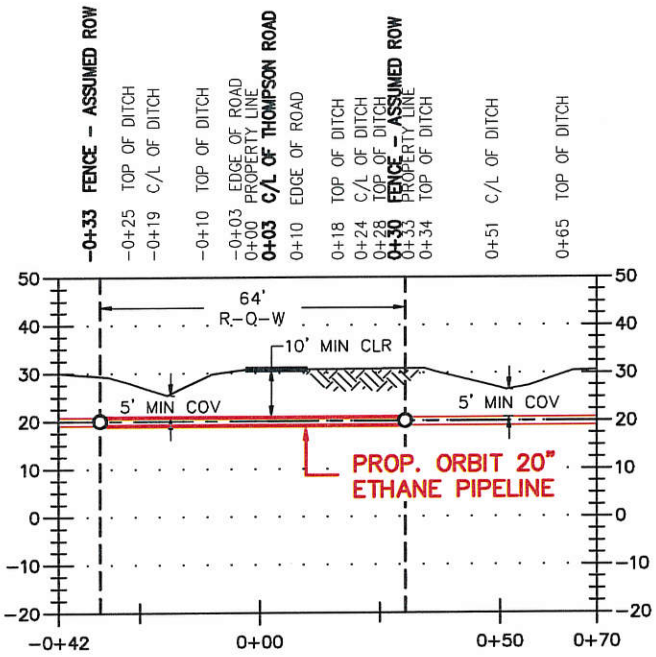
H:\Projects\13085-01 ETP Orbit Pipeline\4000 PERMITS\41500-41999 Jefferson County Permits\Jefferson County Permits\20in Orbit Ethane Pipeline\13085-41503 PLAN AND PROFILE THOMPSON RD.dwg plotted on May 13, 2019 - 1:52pm ACAD v

JEFFERSON COUNTY, TEXAS
ALDRIDGE WH SURVEY, A-834/ T&NO RR CO SURVEY, A-262



TOTAL LENGTH OF R/W: ±64 FEET

PLAN
(SCALE: 1"=40')



PROFILE
(HORZ. SCALE: 1"=40')
(VERT. SCALE: 1"=40')

NO.	DATE	REVISION	BY
1	05/13/19	ISSUED FOR ACQUISITION	AO
0	03/13/19	ISSUED FOR ACQUISITION	JZ

ORBIT GULF COAST NGL EXPORTS, LLC

PLAN & PROFILE
PROPOSED ORBIT 20" ETHANE PIPELINE

CROSSING THOMPSON ROAD
JEFFERSON COUNTY, TEXAS

mph Morris P. Hebert, Inc.
surveying & engineering

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
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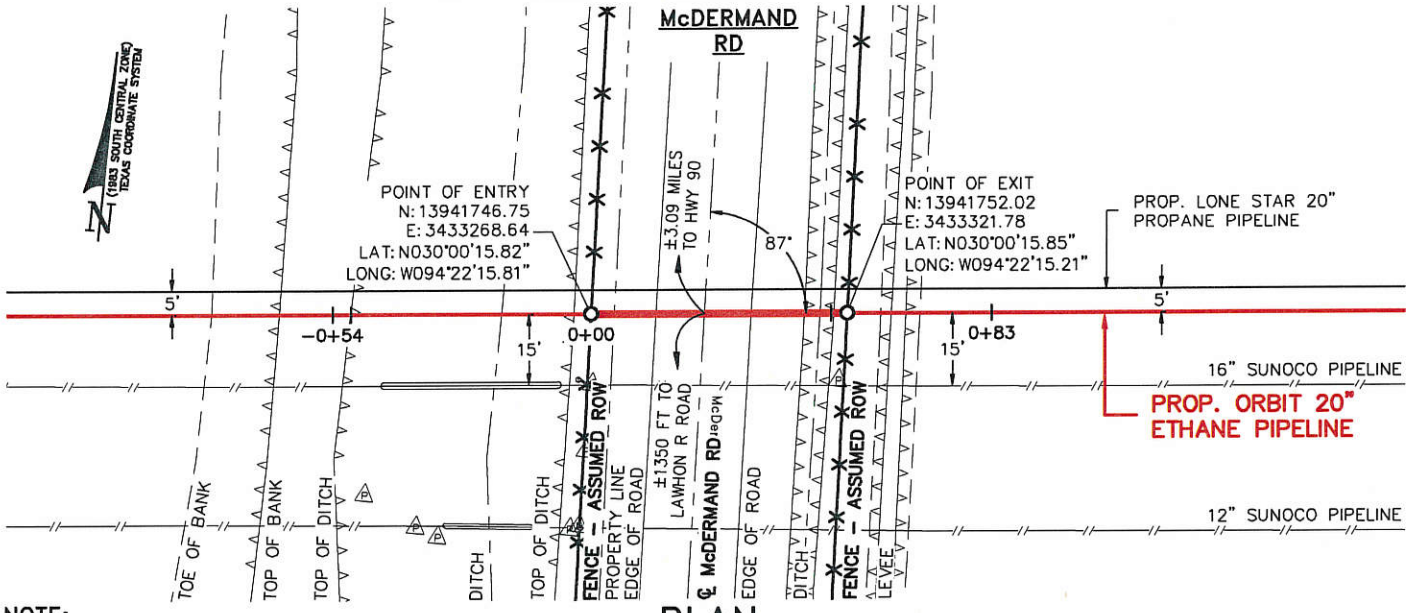
DRAWN BY:	JG	SHEET:	3 OF 10
CHECKED BY:	JA	SCALE:	1"=40'
APPROVED BY:		DATE:	09/28/18
DRAWING NO.:	13085 - 41503		

H:\Projects\13085-01 ETP Orbit Pipeline\4000 PERMITS\41500-41999 Jefferson County Permits\Jefferson County Permits\20in Orbit Ethane Pipeline\13085-41504 PLAN AND PROFILE McDERMAND RD.dwg plotted on May 13, 2019 - 2:20pm ACAD

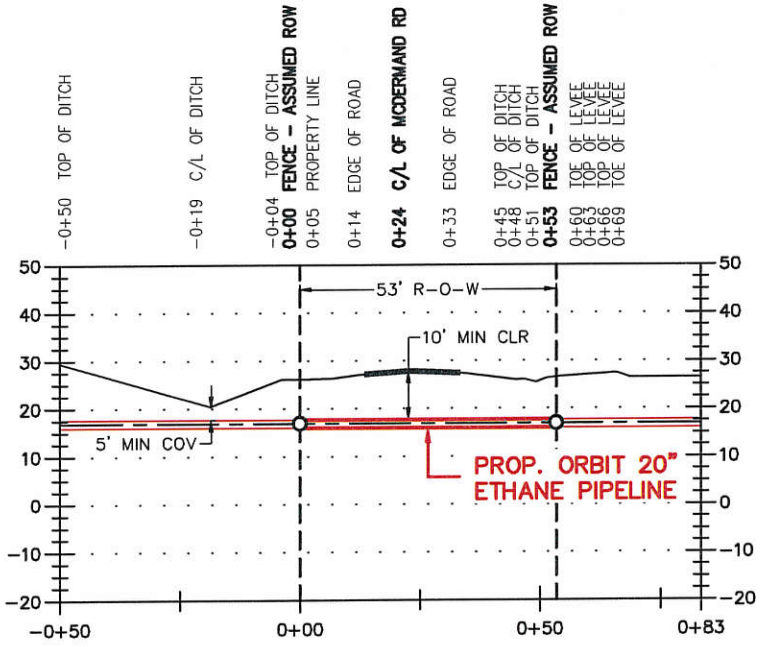
JEFFERSON COUNTY, TEXAS
T&NO RR CO SURVEY, A-262



NOTE:
FENCE USED AS ASSUMED ROW

TOTAL LENGTH OF R/W: ±53 FEET

PLAN
(SCALE: 1"=40')



PROFILE
(HORZ. SCALE: 1"=40')
(VERT. SCALE: 1"=40')

NO.	DATE	REVISION	BY
1	05/13/19	ISSUED FOR ACQUISITION	AO
0	03/13/19	ISSUED FOR ACQUISITION	JZ

ORBIT GULF COAST NGL EXPORTS, LLC

PLAN & PROFILE
PROPOSED ORBIT 20" ETHANE PIPELINE

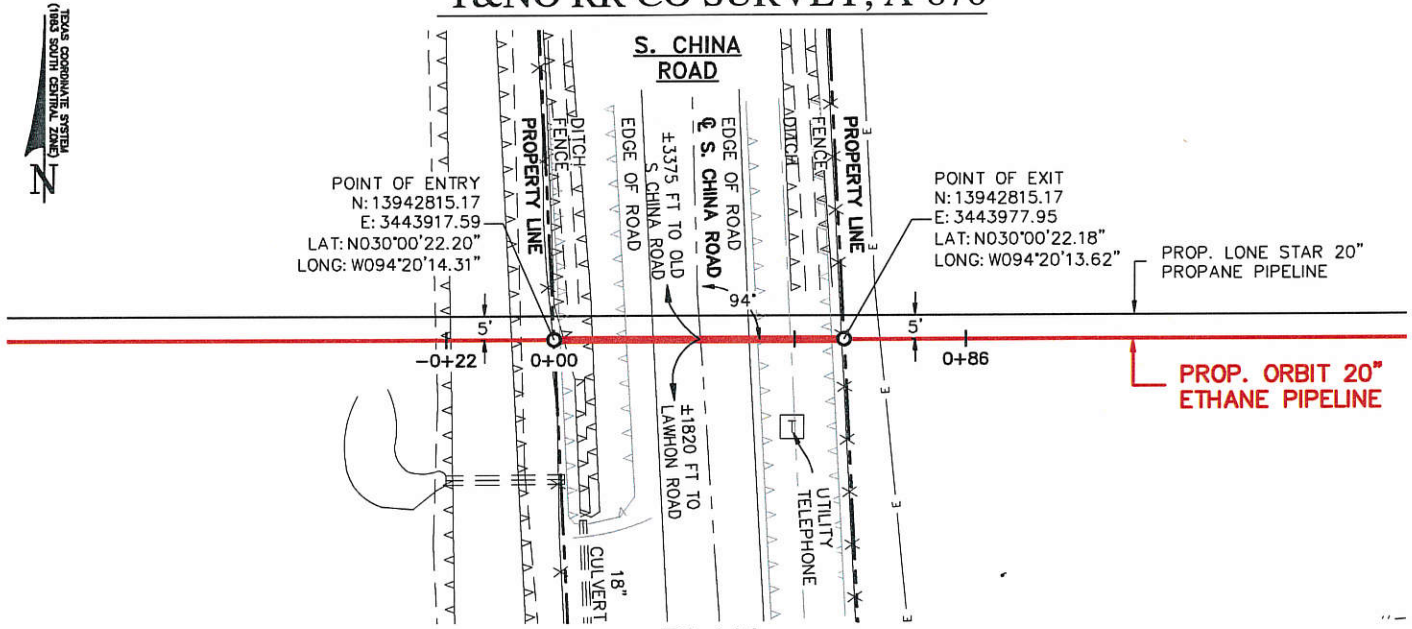
CROSSING McDERMAND ROAD
JEFFERSON COUNTY, TEXAS

mph Morris P. Hebert, Inc.
surveying & engineering
Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	JG	SHEET:	4 OF 10
CHECKED BY:	JA	SCALE:	1"=40'
APPROVED BY:		DATE:	09/28/18
DRAWING NO.:	13085 - 41504		

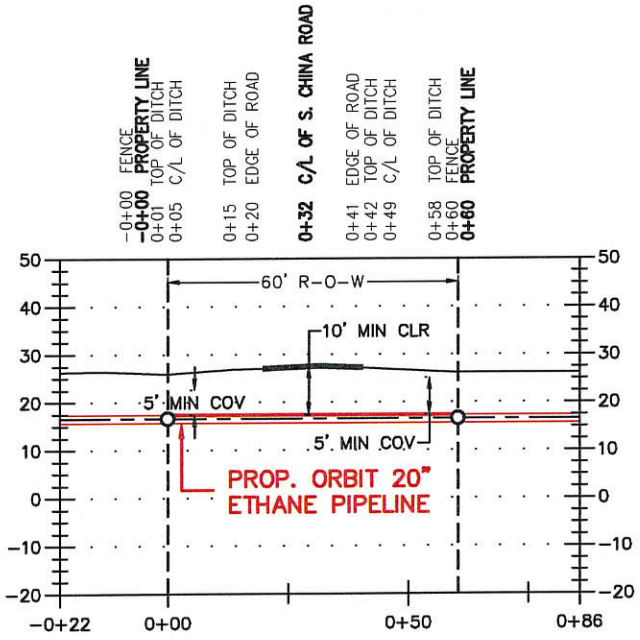
H:\Projects\13085-01 ETP Orbit Pipeline\4000 PERMITS\41500-41999 Jefferson County Permits\Jefferson County Permits\20in Orbit Ethane Pipeline\13085-41505 PLAN AND PROFILE S CHINA RD.dwg plotted on May 13, 2019 - 3:01pm ACAD ver

JEFFERSON COUNTY, TEXAS
T&NO RR CO SURVEY, A-870



TOTAL LENGTH OF R/W: ±60 FEET

PLAN
(SCALE: 1"=40')



PROFILE
(HORZ. SCALE: 1"=40')
(VERT. SCALE: 1"=40')

NO.	DATE	REVISION	BY
1	05/13/19	ISSUED FOR ACQUISITION	AO
0	03/13/19	ISSUED FOR ACQUISITION	JZ

ORBIT GULF COAST NGL EXPORTS, LLC

PLAN & PROFILE
PROPOSED ORBIT 20" ETHANE PIPELINE

CROSSING S. CHINA ROAD
JEFFERSON COUNTY, TEXAS

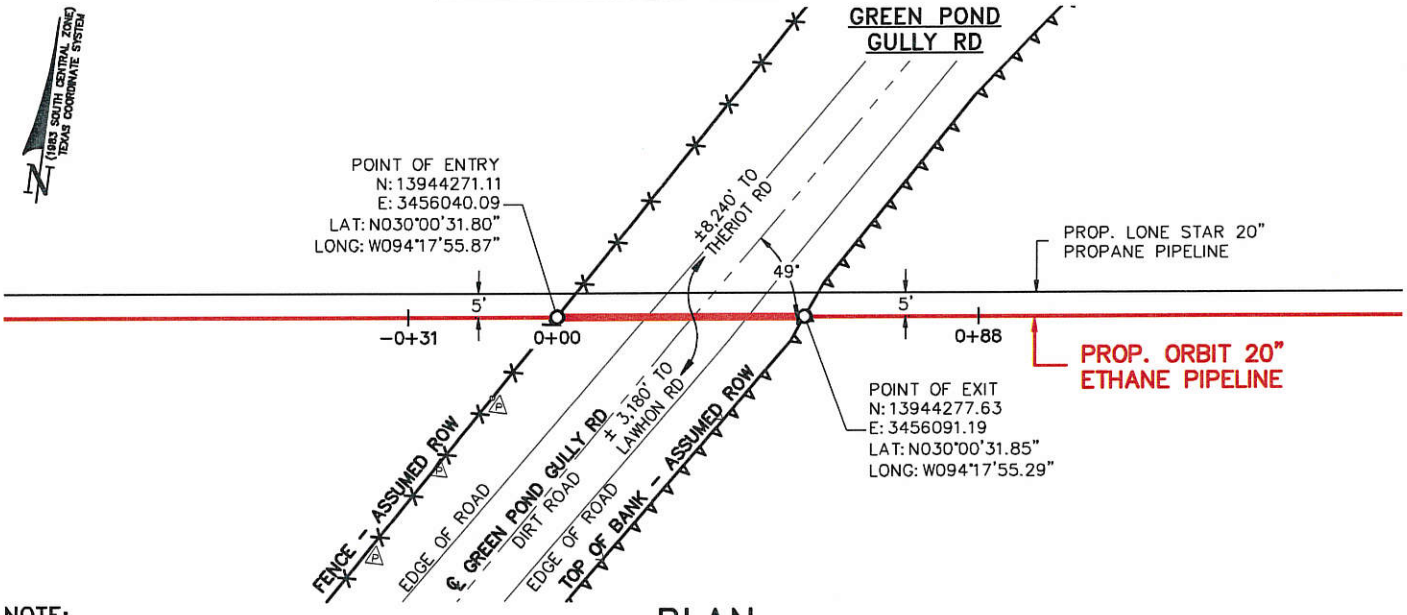
mph Morris P. Hebert, Inc.
surveying & engineering

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	JG	SHEET:	5 OF 10
CHECKED BY:	JA	SCALE:	1"=40'
APPROVED BY:		DATE:	09/28/18
DRAWING NO.:	13085 – 41505		

H:\Projects\13085-01 ETP Orbit Pipeline\4000 PERMITS\41500-41999 Jefferson County Permits\Jefferson County Permits\20in Orbit Ethane Pipeline\13085-41506 PLAN AND PROFILE GREEN POND GULLY RD.dwg plotted on May 13, 2019 - 3:12pr

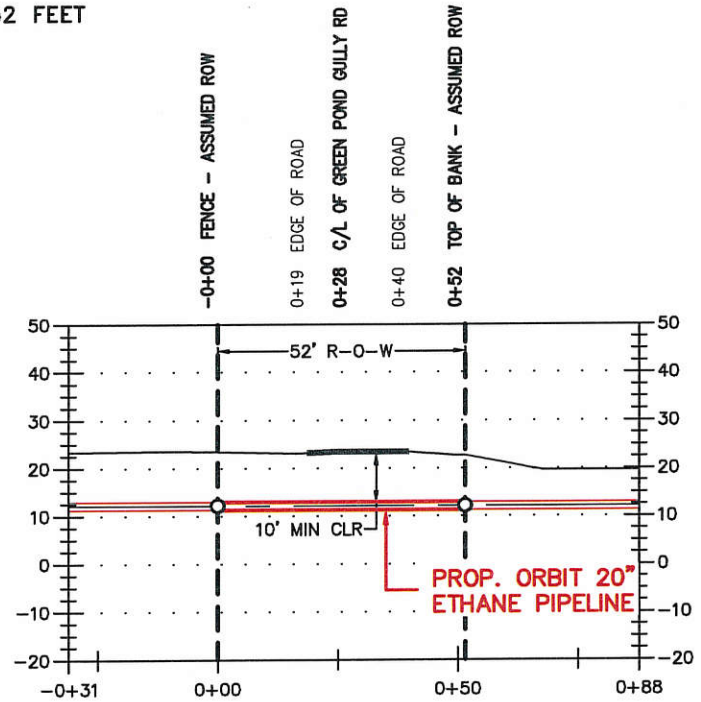
JEFFERSON COUNTY, TEXAS
HT&B RR CO SURVEY, A-658



NOTE:
FENCE AND TOP OF BANK
USED AS ASSUMED ROW

TOTAL LENGTH OF R/W: ±52 FEET

PLAN
(SCALE: 1"=40')



PROFILE
(HORZ. SCALE: 1"=40')
(VERT. SCALE: 1"=40')

NO.	DATE	REVISION	BY
1	05/13/19	ISSUED FOR ACQUISITION	AO
0	03/13/19	ISSUED FOR ACQUISITION	JZ

ORBIT GULF COAST NGL EXPORTS, LLC

PLAN & PROFILE
PROPOSED ORBIT 20" ETHANE PIPELINE

CROSSING GREEN POND GULLY ROAD
JEFFERSON COUNTY, TEXAS

mph Morris P. Hebert, Inc.
surveying & engineering
Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
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10101 South West Freeway, Suite 620
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713-219-1470 FAX: 713-219-1471
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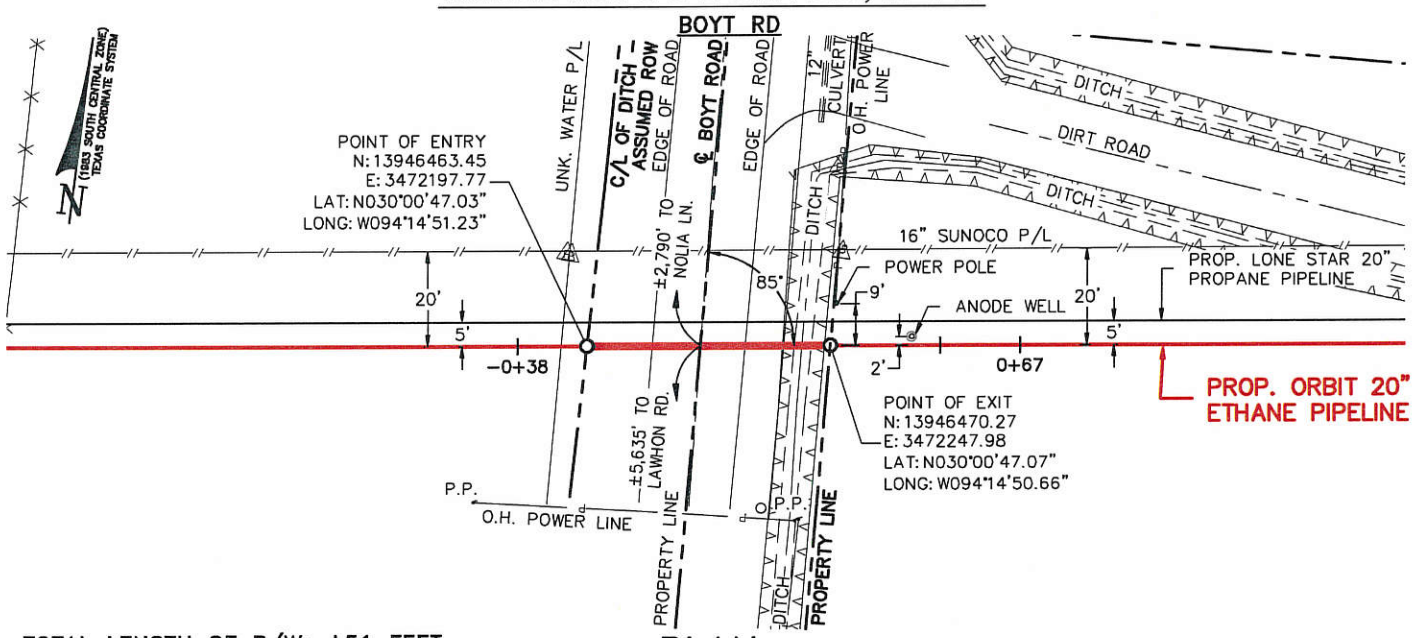
DRAWN BY:	JG	SHEET:	6 OF 10
CHECKED BY:	JA	SCALE:	1"=40'
APPROVED BY:		DATE:	09/28/18
DRAWING NO.:	13085 - 41506		

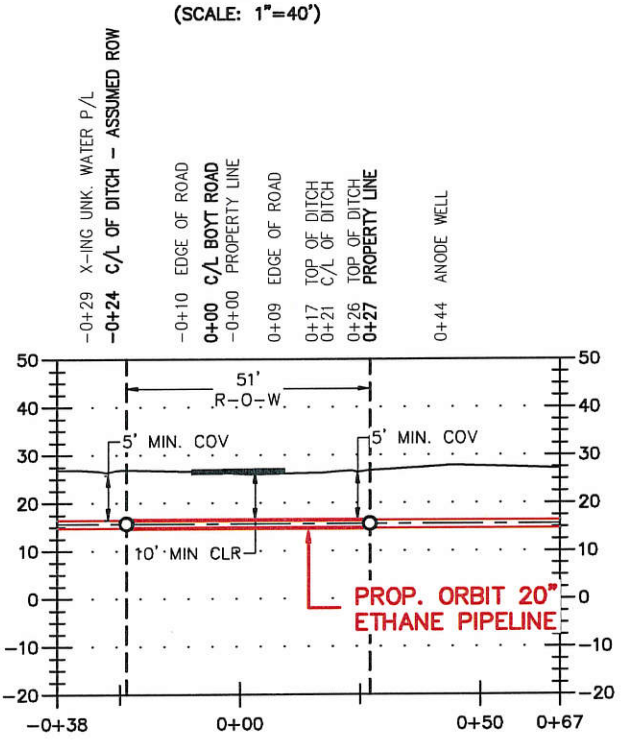
H:\Projects\13085-01 ETP Orbit Pipeline\4000 PERMITS\41500-41999 Jefferson County Permits\Jefferson County Permits\20in Orbit Ethane Pipeline\13085-41507 PLAN AND PROFILE BOYT RD.dwg plotted on May 13, 2019 - 3:26pm ACAD ver 21

JEFFERSON COUNTY, TEXAS
HT&B RR CO SURVEY, A-148



TOTAL LENGTH OF R/W: ±51 FEET

PLAN
(SCALE: 1"=40')



PROFILE
(HORZ. SCALE: 1"=40')
(VERT. SCALE: 1"=40')

NO.	DATE	REVISION	BY
1	05/13/19	ISSUED FOR ACQUISITION	AO
0	03/13/19	ISSUED FOR ACQUISITION	JZ

ORBIT GULF COAST NGL EXPORTS, LLC

PLAN & PROFILE
PROPOSED ORBIT 20" ETHANE PIPELINE

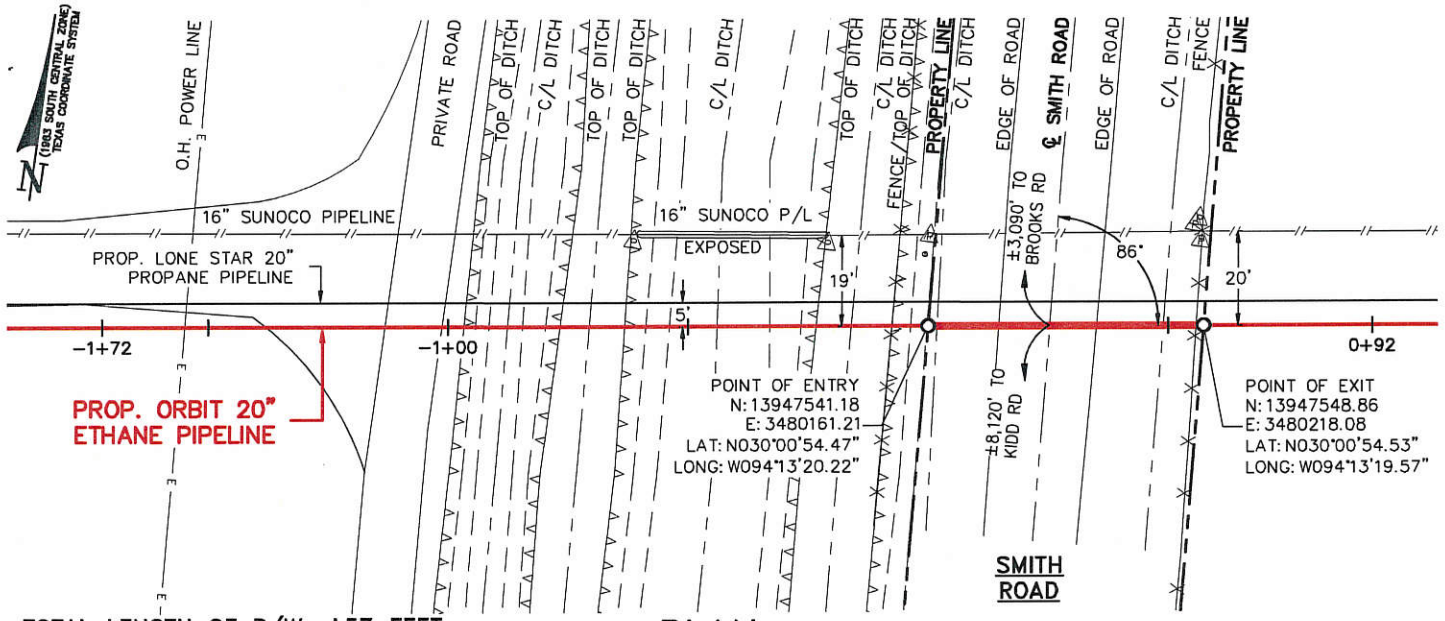
CROSSING BOYT ROAD
JEFFERSON COUNTY, TEXAS

mph Morris P. Hebert, Inc.
surveying & engineering
Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

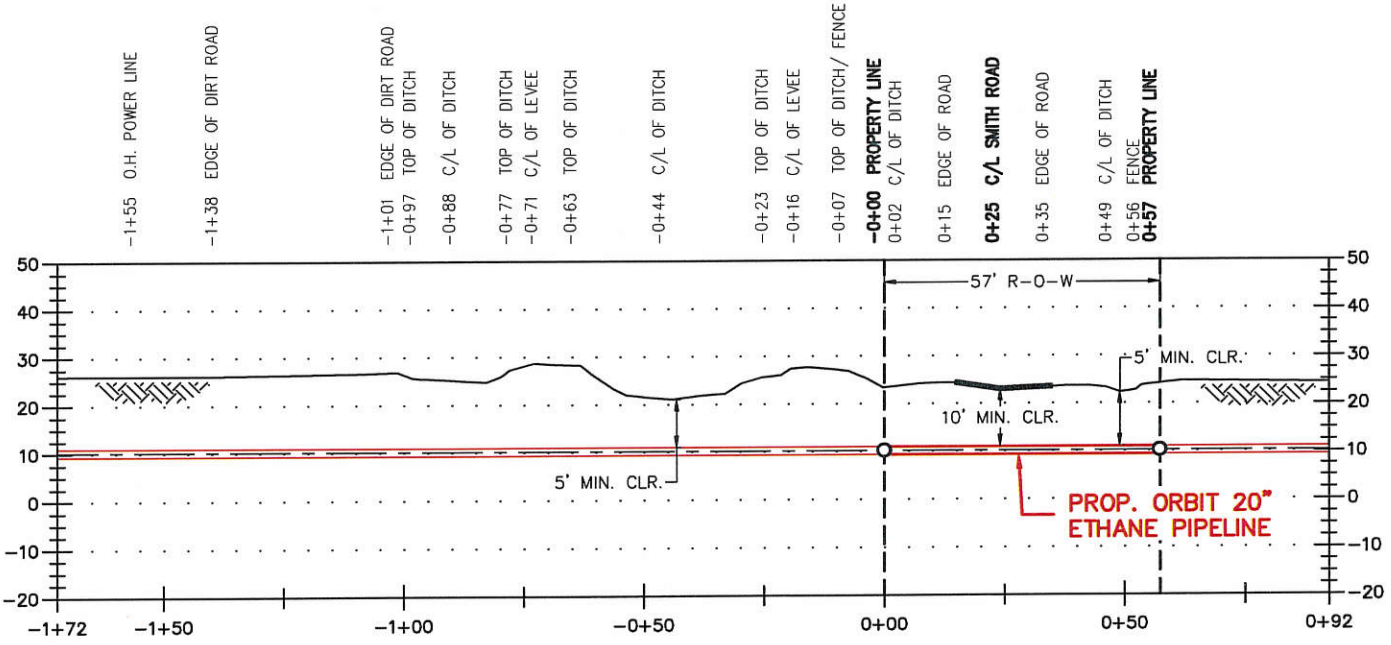
DRAWN BY:	JG	SHEET:	7 OF 10
CHECKED BY:	JA	SCALE:	1"=40'
APPROVED BY:		DATE:	09/28/18
DRAWING NO.:	13085 - 41507		

H:\Projects\13085-01 ETP Orbit Pipeline\4000 PERMITS\41500-41999 Jefferson County Permits\Jefferson County Permits\20in Orbit Ethane Pipeline\13085-41508 PLAN AND PROFILE SMITH RD.dwg plotted on May 13, 2019 - 4:06pm ACAD ver 2

JEFFERSON COUNTY, TEXAS
HT&B RR CO SURVEY, A-147



PLAN
(SCALE: 1"=40')



PROFILE
(HORZ. SCALE: 1"=40')
(VERT. SCALE: 1"=40')

NO.	DATE	REVISION	BY
1	05/13/19	ISSUED FOR ACQUISITION	JZ
0	03/13/19	ISSUED FOR ACQUISITION	JZ

ORBIT GULF COAST NGL EXPORTS, LLC

PLAN & PROFILE
PROPOSED ORBIT 20" ETHANE PIPELINE

CROSSING SMITH ROAD
JEFFERSON COUNTY, TEXAS

mph Morris P. Hebert, Inc.
surveying & engineering

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-HOUSTON FACILITY-
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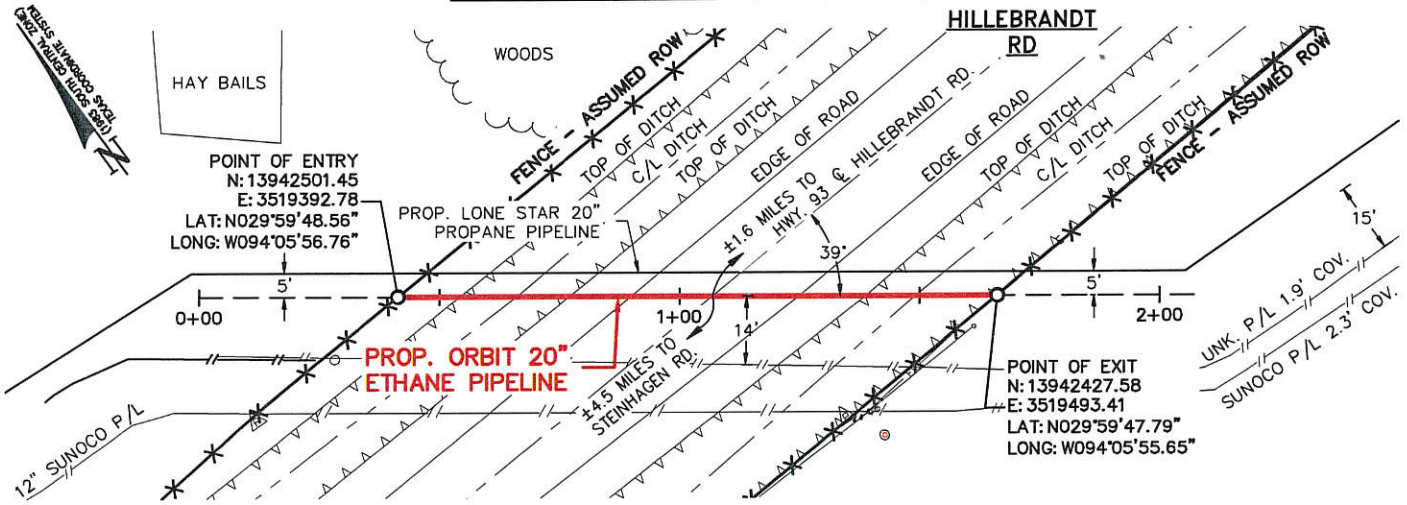
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	JG	SHEET:	8 OF 10
CHECKED BY:	JA	SCALE:	1"=40'
APPROVED BY:		DATE:	09/28/18
DRAWING NO.:	13085 – 41508		

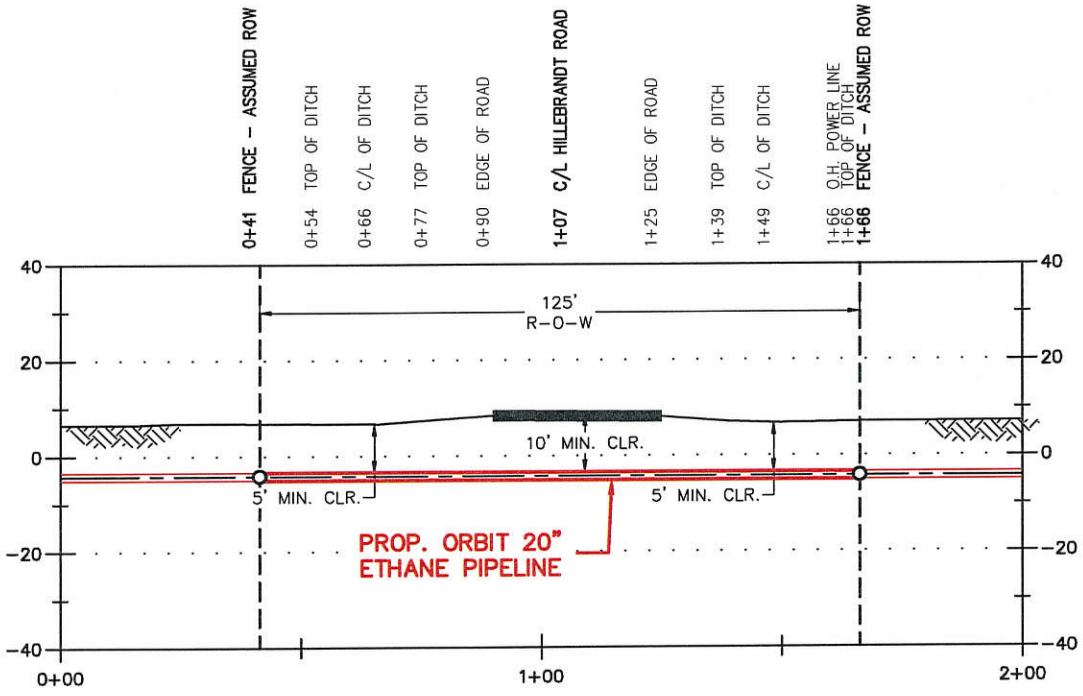
H:\Projects\13085-01 ETP Orbit Pipeline\4000 PERMITS\41500-41999 Jefferson County Permits\Jefferson County Permits\20in Orbit Ethane Pipeline\13085-41509 PLAN AND PROFILE HILLBRANT RD.dwg plotted on May 13, 2019 - 4:04pm ACAD v

JEFFERSON COUNTY, TEXAS
GRANGE M. SURVEY, A-26



TOTAL LENGTH OF R/W: ±125 FEET

PLAN
(SCALE: 1"=40')



PROFILE
(HORZ. SCALE: 1"=40')
(VERT. SCALE: 1"=40')

NO.	DATE	REVISION	BY
1	05/13/19	ISSUED FOR ACQUISITION	JZ
0	03/13/19	ISSUED FOR ACQUISITION	JZ

ORBIT GULF COAST NGL EXPORTS, LLC

PLAN & PROFILE
PROPOSED ORBIT 20" ETHANE PIPELINE

CROSSING HILLEBRANDT ROAD
JEFFERSON COUNTY, TEXAS

mph Morris P. Hebert, Inc.
surveying & engineering

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	JG	SHEET:	9 OF 10
CHECKED BY:	JA	SCALE:	1"=40'
APPROVED BY:		DATE:	09/28/18
DRAWING NO.:	13085 - 41509		

H:\Projects\13085-01 ETP Orbit Pipeline\4000 PERMITS\41500-41999 Jefferson County Permits\Jefferson County Permits\20in Orbit Ethane Pipeline\13085-41510 DATA SHEET.dwg plotted on May 21, 2019 - 4:24pm ACAD ver 21.0s (LMS Tech)

PROPOSED ORBIT 20-INCH ETHANE PIPELINE

1.0 GENERAL INFORMATION

1.1 APPLICANT/OWNER:
- ORBIT GULF COAST NGL EXPORTS, LLC
- 1300 MAIN STREET, SUITE 1300
- HOUSTON, TX 77002

1.2 PIPELINE NAME: 20-INCH ETHANE PIPELINE

1.3 PRODUCT: ETHANE

1.4 CONSTRUCTION ACTIVITIES ARE SCHEDULED TO BE PERFORMED 3RD QUARTER, 2019

2.0 PIPELINE DESIGN DATA

2.1 DESIGN CODES: THE PIPELINE MUST MEET CFR TITLE 49 CFR PART 195 – TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE, TEXAS ADMINISTRATIVE CODE (TAC) TITLE 16, CHAPTER 8, AND ASME B31.4 –PIPELINE TRANSPORTATION SYSTEMS FOR LIQUID HYDROCARBONS AND OTHER LIQUIDS. THE PIPELINE MUST MEET OR EXCEED TXDOT INSTALLATION REQUIREMENTS.

2.2 OPERATING PRESSURE: 2,220 PSIG

2.3 HYDROSTATIC TEST PRESSURE: 2,775 PSIG

2.4 DESIGN FACTOR: 0.5

3.0 CARRIER LINE PIPE

3.1 OUTSIDE DIAMETER: 20.000"

3.2 WALL THICKNESS: 0.750"

3.3 PIPE SPECIFICATION: API 5L

3.4 SPECIFICATION MINIMUM YIELD STRENGTH: 70,000

3.5 MATERIAL: CARBON STEEL

3.6 PROCESS OF MANUFACTURE: HF-ERW

3.7 EXTERIOR COATING: 14-16 MILS FBE + 40 MILS ARO

4.0 CATHODIC PROTECTION

4.1 IMPRESSED CURRENT

5.0 CONSTRUCTION METHOD

5.1 PIPELINE WILL BE INSTALLED BY BORE OR HORIZONTAL DIRECTIONAL DRILL METHOD

NO.	DATE	REVISION	BY
0	03/13/19	ISSUED FOR ACQUISITION	JZ

ORBIT GULF COAST NGL EXPORTS, LLC

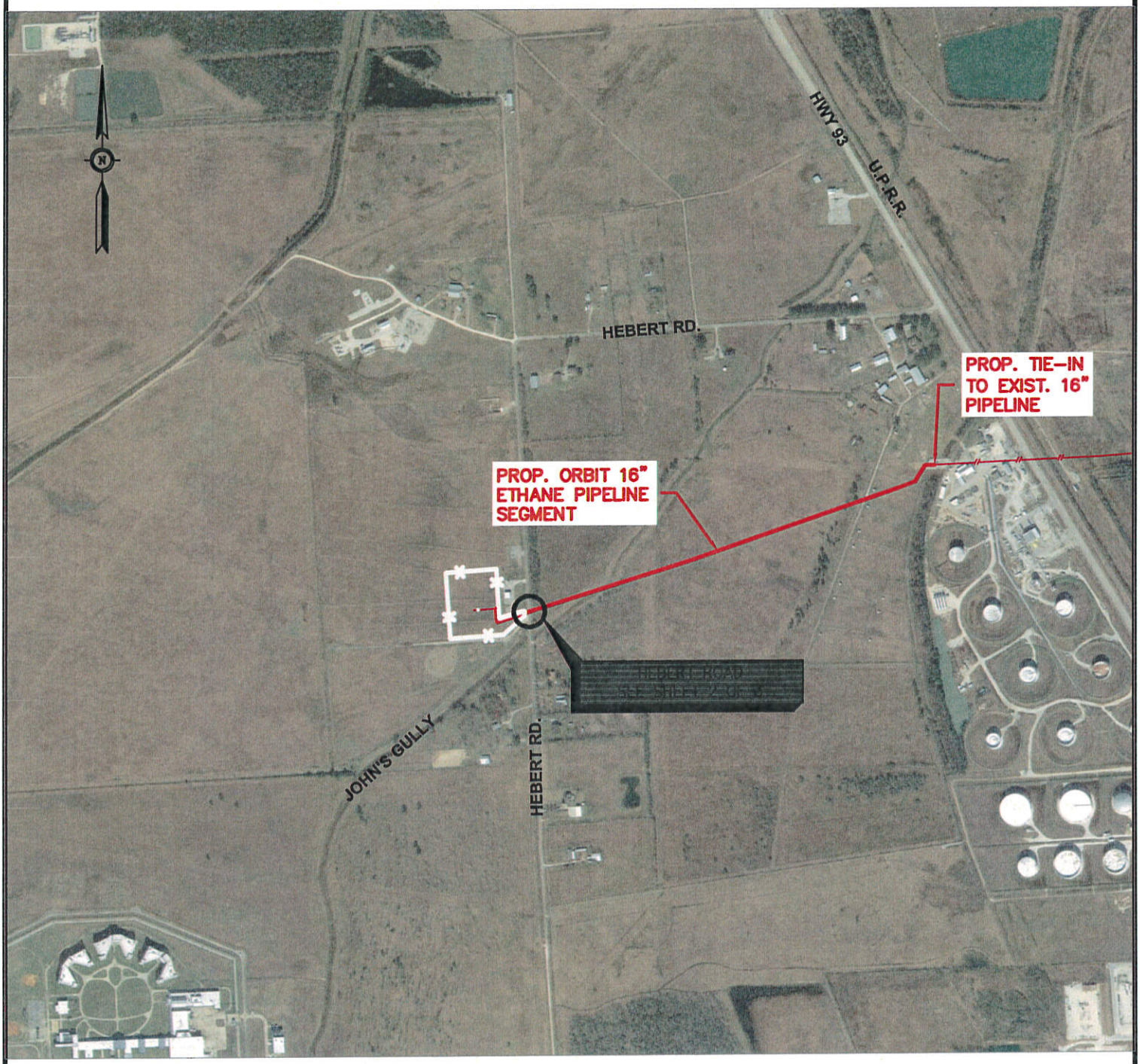
PIPELINE DATA SHEET
PROPOSED ORBIT 20" ETHANE PIPELINE
JEFFERSON COUNTY
ROAD CROSSINGS
JEFFERSON COUNTY, TEXAS

mph Morris P. Hebert, Inc. surveying & engineering

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	HG	SHEET:	10 OF 10
CHECKED BY:	JA	SCALE:	AS INDICATED
APPROVED BY:		DATE:	09/28/18
DRAWING NO.:	13085 – 41510		

JEFFERSON COUNTY, TEXAS



GRAPHIC SCALE

1,000' 500' 0 1,000' 2,000'

NO.	DATE	REVISION	BY
0	04/15/19	ISSUED FOR PERMIT ACQUISITION	JAG

ORBIT GULF COAST NGL EXPORTS, LLC

AERIAL ROUTE MAP
PROPOSED ORBIT 16" ETHANE PIPELINE

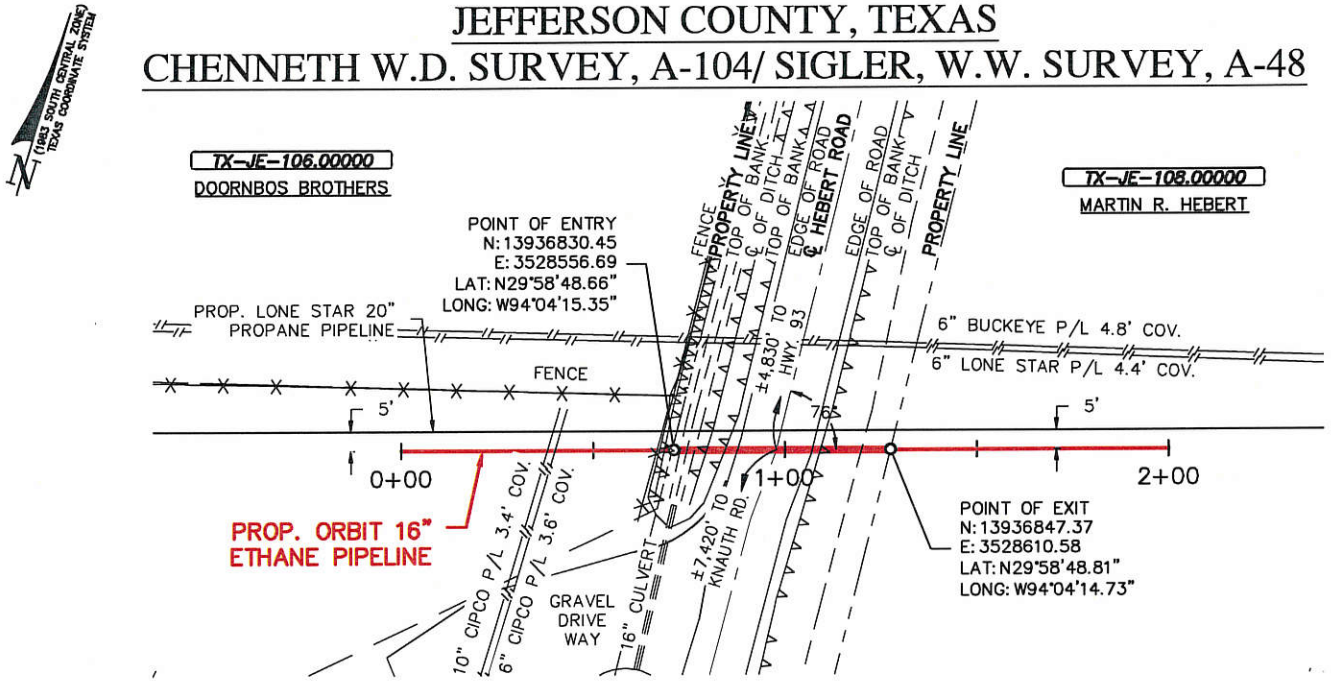
HEBERT ROAD CROSSING
JEFFERSON COUNTY, TEXAS

mph Morris P. Hebert, Inc. surveying & engineering

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

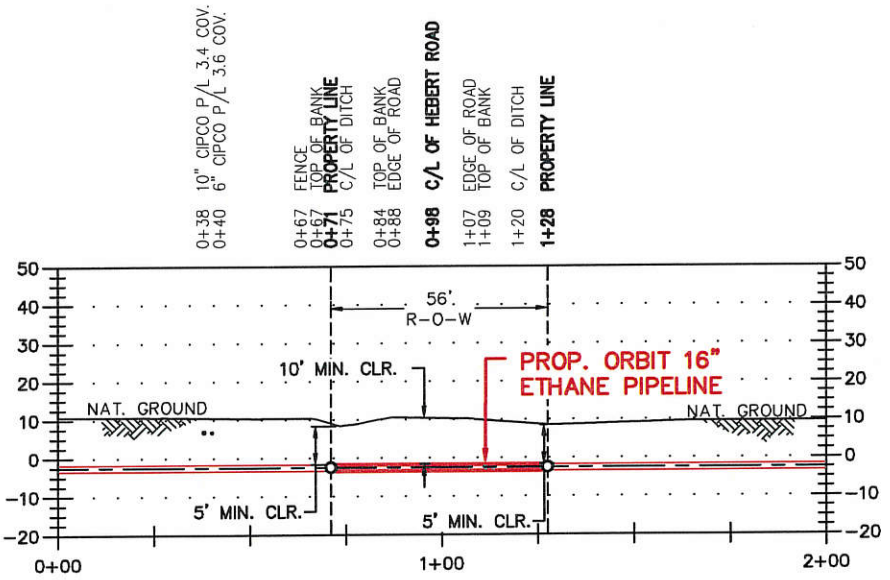
DRAWN BY:	JAG	SHEET:	1 OF 3
CHECKED BY:	HG	SCALE:	AS INDICATED
APPROVED BY:	--	DATE:	03/13/19
DRAWING NO.:	13085-41511		

JEFFERSON COUNTY, TEXAS
CHENNETH W.D. SURVEY, A-104/ SIGLER, W.W. SURVEY, A-48



TOTAL LENGTH OF R/W: ±56 FEET

PLAN
(SCALE: 1"=50')



PROFILE
(HORZ. SCALE: 1"=50')
(VERT. SCALE: 1"=50')

NO.	DATE	REVISION	BY
0	04/15/19	ISSUED FOR PERMIT ACQUISITION	JAG

ORBIT GULF COAST NGL EXPORTS, LLC

PLAN & PROFILE
PROPOSED ORBIT 16" ETHANE PIPELINE

HEBERT ROAD CROSSING
JEFFERSON COUNTY, TEXAS

mph Morris P. Hebert, Inc. surveying & engineering
Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	HG	SHEET:	2 OF 3
CHECKED BY:	--	SCALE:	AS SHOWN
APPROVED BY:		DATE:	09/28/18
DRAWING NO.:	13085 – 41512		

PROPOSED ORBIT 16–INCH ETHANE PIPELINE

1.0 GENERAL INFORMATION

1.1 APPLICANT/OWNER:
- ORBIT GULF COAST NGL EXPORTS, LLC
- 1300 MAIN STREET
- HOUSTON, TX 77002

1.2 PIPELINE NAME: 16–INCH ETHANE PIPELINE

1.3 PRODUCT: LIQUID NGL/ETHANE

1.4 CONSTRUCTION ACTIVITIES ARE SCHEDULED TO BE PERFORMED 3RD QUARTER, 2019

2.0 PIPELINE DESIGN DATA

2.1 DESIGN CODES: THE PIPELINE MUST MEET CFR TITLE 49 CFR PART 195 – TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE, TEXAS ADMINISTRATIVE CODE (TAC) TITLE 16, CHAPTER 8, AND ASME B31.4–PIPELINE TRANSPORTATION SYSTEMS FOR LIQUID HYDROCARBONS AND OTHER LIQUIDS. THE PIPELINE MUST MEET OR EXCEED TXDOT INSTALLATION REQUIREMENTS.

2.2 OPERATING PRESSURE: 2,025 PSIG

2.3 HYDROSTATIC TEST PRESSURE: 2,555 PSIG

2.4 DESIGN FACTOR: 0.72

3.0 CARRIER LINE PIPE

3.1 OUTSIDE DIAMETER: 16.000"

3.2 WALL THICKNESS: 0.500"

3.3 PIPE SPECIFICATION: API 5L

3.4 SPECIFICATION MINIMUM YIELD STRENGTH: 60,000

3.5 MATERIAL: CARBON STEEL

3.6 PROCESS OF MANUFACTURE: HF–ERW

3.7 EXTERIOR COATING: 14–16 MILS FBE + 40 MILS ARO

4.0 CATHODIC PROTECTION

4.1 IMPRESSED CURRENT

5.0 CONSTRUCTION METHOD

5.1 PIPELINE WILL BE INSTALLED BY BORE OR HORIZONTAL DIRECTIONAL DRILL METHOD

NO.	DATE	REVISION	BY
0	04/15/19	ISSUED FOR PERMIT ACQUISITION	JAG

ORBIT GULF COAST NGL EXPORTS, LLC

PIPELINE DATA SHEET
PROPOSED ORBIT 16" ETHANE PIPELINE

HEBERT ROAD CROSSING
JEFFERSON COUNTY, TEXAS

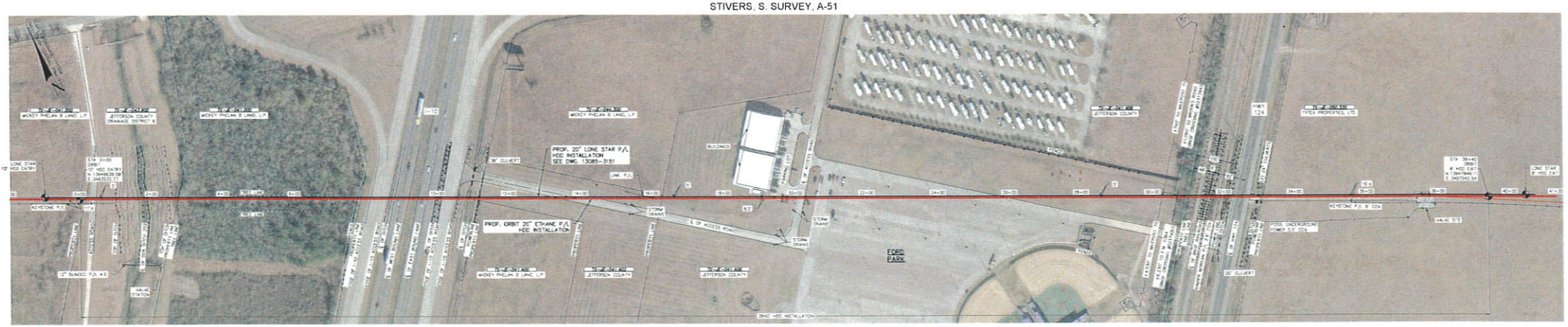
mph Morris P. Hebert, Inc.
surveying & engineering

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	HG	SHEET:	3 OF 3
CHECKED BY:	JAG	SCALE:	AS INDICATED
APPROVED BY:		DATE:	09/28/18
DRAWING NO.:	13085 – 41513		

JEFFERSON COUNTY, TEXAS

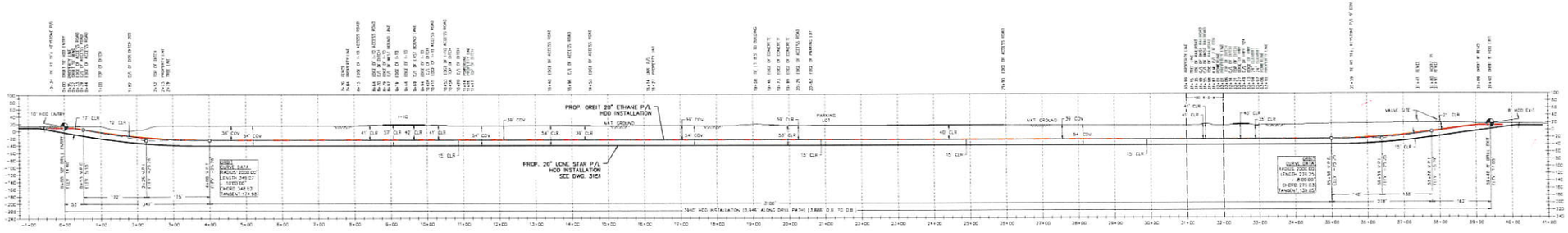
STIVERS, S. SURVEY, A-51



PLAN

HORIZONTAL GRAPHIC SCALE

VERTICAL GRAPHIC SCALE



HORIZONTAL DIRECTIONAL DRILL CROSSING STATION SHOWN

PROFILE

(LOOKING NORTH)

HORIZONTAL GRAPHIC SCALE

VERTICAL GRAPHIC SCALE

PROPOSED 20-INCH ORBIT ETHANE DESIGN DATA

1. GENERAL INFORMATION
   - 1.1 APPLICANT/OWNER
     - ORBIT GULF COAST NGL EXPORTS, LLC
     - 1455 WEST LOOP SOUTH, SUITE 1500
     - HOUSTON, TX 77027
   - 1.2 PIPELINE NAME: 20" INCH ETHANE PIPELINE
   - 1.3 PRODUCT: ETHANE
   - 1.4 PROPOSED CONSTRUCTION ACTIVITIES ARE SCHEDULED TO BE PERFORMED 3RD QUARTER 2019
2. PIPELINE DESIGN DATA
   - 2.1 DESIGN CODES: THE PIPELINE MUST MEET 49 CFR 192 AS DOT PART 195
     - TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE, TITLE 16 ADMINISTRATIVE CODE CHAPTER 8, AND RRC 16 TAC CHAPTER 8, AND RRC 51 4 PIPELINE TRANSPORTATION
   - 2.2 DESIGN PRESSURE: 2,220 PSIG
   - 2.3 HYDROSTATIC TEST PRESSURE: 2,775 PSIG
   - 2.4 DESIGN FACTOR: 0.5
3. CARRIER PIPE
   - 3.1 OUTSIDE DIAMETER: 20.000"
   - 3.2 WALL THICKNESS: 0.750"
   - 3.3 PIPE SPECIFICATION: API 5L
   - 3.4 SPECIFICATION: MINIMUM YIELD STRENGTH: 70,000
   - 3.5 GRADE: X-70
   - 3.6 PROCESS OF MANUFACTURE: HF-ERW
   - 3.7 EXTERIOR COATING: 14-16 MILS FBE+AR AND ARO
4. CATHODIC PROTECTION
   - 4.1 IMPRESSED CURRENT
5. CONSTRUCTION METHOD
   - 5.1 CROSSING WILL BE INSTALLED BY HORIZONTAL DIRECTIONAL DRILL METHOD

PROGRESS PRINT

PRELIMINARY

DATE: 03/20/19

P.I./P.M. NO.	
CONSTRUCTION YEAR	
DESIGN	JZ 11/18
DRAWN	JZ 11/18
AS-BUILT	/ /
FILE NO.	
SCALE	

CADDS — PLOT DATE: 3/30/2019 7:07 PM Jesse Zavala
FILE NAME: I:\DWG\13085-3101-I-10 ORBIT.dwg

ORBIT GULF COAST NGL EXPORTS, LLC

MORRIS P. HEBERT, INC.
HOLSTON 19

PROPOSED 20-INCH ORBIT ETHANE PIPELINE
I-10 TO HEBERT STATION
INTERSTATE 10 CROSSING
HDD INSTALLATION
JEFFERSON COUNTY, TEXAS

PROJECT NO.	13085.01
PREVIOUS DWG. NO.	
SHEET 1 OF 1	
DWG. NO.	13085 – 3101
SHEET 1 OF 1	

I:\Projects\13085.01 ETP Dock Expansion\2000 ENGINEERING\ACAD\PLOTS\13085-3101-I-10 HDD.dwg plotted on APR 30, 2019 - 1:50pm ACAD user: Chris Sarti

PROJECT: Orbit Gulf Coast NGL Exports, LLC
TRACT NUMBER: TX-JE-041.402
COUNTY: Jefferson County, Texas

PERMANENT EASEMENT AGREEMENT

This Agreement, dated 6.24.19, 2019, is between **Jefferson County, Texas** (hereinafter referred to as "Grantor", whether one or more), and **Orbit Gulf Coast NGL Exports, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee a thirty foot (30') wide free and unobstructed permanent easement in order to construct, operate and maintain pipelines and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor being more particularly described and depicted in **Exhibits A and B** ("the Permanent Easement Property") attached hereto and made a part hereof. Grantor hereby grants, sells and conveys unto Grantee a Temporary Construction Easement described in the attached **Exhibit B** in order to construct one pipeline not to exceed **TWENTY** inches (20") in nominal diameter and any appurtenant facilities in, over, through, across, under, and along lands as shown in the attached Exhibit A.

It is further agreed as follows:

1. The right to use this Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, pipelines, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof natural gas and the products thereof, together with below-ground appurtenances (except for pipelines markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Permanent Easement Property) as may be necessary or desirable for the operation of the pipelines, over, across, under and upon the Permanent Easement Property. Grantee shall have the right of ingress and egress over and across the Permanent and Temporary Construction Easement Property (and the Temporary Construction Easement Property while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Temporary Construction Easement Property. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the pipelines and appurtenant facilities related to this pipelines project. Grantee shall also have the right to have a right of entry and access in, to, through, on, over, under, and across the Permanent Easement Property owned by Grantor for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Easement.

3. Grantee agrees that, during the construction of the Pipeline, Grantee will bury its pipeline to provide a minimum cover of forty-eight inches (48".)

4. Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.

5. The consideration paid by Grantee in this agreement includes the market value of the easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's remaining property. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Permanent Easement Property and Temporary Construction Easement Property. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipelines.

6. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Permanent Easement Property and will construct and maintain soil conservation devices on the Permanent Easement Property as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the pipelines and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the construction of the pipelines. Grantee shall have the right to install, maintain and use gates in all fences which now cross or shall cross the easement. Grantor shall allow Grantee to install its own lock if Grantee so chooses.

7. Grantor may use the Permanent Easement Property for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor's uses may include but shall not be limited to using the Permanent Easement Property for agricultural, open space, set-back, density, street and roadway purposes. Grantor is permitted, after review by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipelines, across the Permanent Easement Property which do not damage, destroy or alter the operation of the pipelines and its appurtenant facilities. Grantor may also construct and/or install water, sewer, gas, electric, cable TV, telephone or other utility lines across the Permanent Easement Property at any angle of not less than forty five (45) degrees to Grantee's pipelines, provided that all of Grantee's required and applicable spacings, including

depth separation limits and other protective requirements are met by Grantor. The use of the Permanent Easement Property by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement Property. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

8. Grantor may not use any part of the Permanent Easement Property if such use may damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Permanent Easement Property without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which this Easement is being acquired may be placed, erected, installed or permitted upon the Permanent Easement Property without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easement is conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Permanent Easement Property, may be removed by Grantee without liability to Grantor for damages.

9. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the pipelines and to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement Property which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipelines and appurtenant facilities.

10. Grantor shall retain all the oil, gas, and other minerals in, on and under the Permanent Easement Property; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Permanent Easement Property, but it will be permitted to extract the oil and other minerals from and under the Permanent Easement Property by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee.

11. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's property cannot stray from the fenced pastures.

12. Grantee agrees that after it has exercised its rights to use this Easement in any manner that disturbs the surface of the Permanent Easement Property, it will restore the surface to the condition in which it was in prior to the use of this Easement except as the surface may be permanently modified by the use of this Easement. Any surface area of the Temporary Construction Easement Property that is damaged or disturbed during the construction shall be restored by the Grantee in a reasonably similar manner to its condition immediately preceding Grantee's use of this Temporary Construction Easement to the extent that the surface is not permanently modified by the use of this easement.

13. GRANTEE hereby releases, indemnifies and holds GRANTOR harmless of and from any and all damages and expenses for loss or injury to persons or property that may be caused by GRANTEE, its employees, representatives, agents or contractors and subcontractors while performing its activities on or about GRANTOR'S premises. GRANTEE, ORBIT GULF COAST NGL EXPORTS, LLC, INDEMNIFIES AND HOLDS GRANTOR, JEFFERSON COUNTY, TEXAS, HARMLESS OF AND FROM ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION FOR INJURY, DAMAGES AND/OR DEATH ARISING FROM GRANTEE'S ACTIVITIES,USE OF OR PRESENCE ON THE EASEMENT OR OTHER ADJACENT PROPERTY OF GRANTOR. THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITEE FOR THE INDEMNITEE'S CONCURRENT NEGLIGENCE.

14. Grantee shall have the right to assign this permanent easement, in whole or in part, to one or more assignees. The permanent easement shall be in perpetuity, and provisions of this Easement, including all benefits and burdens, shall run with the land. The undersigned warrant that they are the owner(s) of the property herein described and have authority to execute this agreement on behalf of the parties to this agreement. Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15. This easement shall be interpreted in accordance with the laws of Texas and all applicable federal laws.

16. This easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns. Facsimile signatures shall be deemed as an original signature by the enforcing party.

17. This Permanent Easement Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Permanent Easement Agreement.

EXECUTED this 24th day of June, 2019.

GRANTOR:
Jefferson County, Texas

By: _____

Name: Jeff R. Branick

Title: County Judge

ACKNOWLEDGMENT

State of Texas)
)
County of Jefferson)

BEFORE ME, the undersigned Notary Public, on this 24th day of June, 2019, by Jeff R. Branick, the County Judge of County of Jefferson, Texas.

Loma C George
Notary Public in and for the State of Texas

LOMA C GEORGE
Notary Public, State of Texas
Comm. Expires 02-07-2023
Notary ID# 419409-9

My Commission Expires: 02-07-2023

Please Return To:
Orbit Gulf Coast NGL Exports, LLC
PO Box 122
Crosby, Texas 77532

TX-JE-041.402-ORBIT
STATE OF TEXAS
COUNTY OF JEFFERSON

EXHIBIT "A"

SURVEY LINE DESCRIPTION OF A PROPOSED 30-FOOT WIDE PIPELINE EASEMENT ACROSS THE JEFFERSON COUNTY PROPERTY

The survey line description of proposed 30-foot wide pipeline easement, situated in the Samuel Stivers League, Abstract No. 51, Jefferson County, Texas, being upon, over, through and across the Jefferson County, called 12.316 acre tract of land described by an instrument recorded under File No. 2000004839 of the Official Public Records of Jefferson County, Texas (O.P.R.J.C.T.), the side lines of said pipeline easement shall be located 15-foot each side of, parallel and adjacent to said survey line and shall be extended or shortened to intersect at angle points and grantor's boundary lines, said survey line being more particularly described as follows:

Bearings shown hereon are referenced to the Texas State Plane Coordinate System, South Central Zone 4204, NAD83. Distances hereon are grid and may be converted to surface by dividing by a combined scale factor of 0.999923423.

COMMENCING at a 1/2-inch iron rod with cap marking the east corner of the residue of the Mickey Phelan B Land L.P., et al, called 278.47 acre tract described by instrument recorded under File No. 105130764 of the O.P.R.J.C.T., and the northwest interior corner of said 12.316 acre tract;

THENCE North 50°03'44" West, a distance of 300.29 feet to the **POINT OF BEGINNING** of the herein described survey line, on the southeast right-of-way line of Interstate Highway 10 and the northwest line of said 12.316 acre tract;

THENCE South 62°58'20" East, a distance of 511.31 feet to the **POINT OF TERMINUS** of the herein described survey line on the southeast line of said 12.316 acre tract and northwest line of the Jefferson County called 171.163 acre tract of land described by instrument under Document No. 2000004838 of the O.P.R.J.C.T. from which a 1/2-inch iron rod with cap found marking the northwest corner of said 171.163 acre tract bears North 39°01'45" East, a distance of 244.94 feet. The total length of the herein described survey line is 511.31 feet or 30.99 rods, said pipeline easement containing a total area of 0.344 acre (14,977 square feet) of land and the temporary workspaces containing a total area of 0.560 acre (24,382 square feet) of land.

Said survey line, proposed 30-foot wide pipeline easements and temporary workspaces are illustrated on Exhibit "B1" and "B2" dated 11/12/18 Drawing Number 13085-01-TX-JE-041.402-ORBIT.DWG., "Rev 0".

MORRIS P. HEBERT, INC.
10101 SOUTHWEST FREEWAY, SUITE 620
HOUSTON, TEXAS 77074
(713) 219-1470
FIRM NO. 10142100

STATE OF TEXAS
REGISTERED
PHILIP G NOLAN
6061
PROFESSIONAL
LAND SURVEYOR

Philip G. Nolan 12-6-18

Philip G. Nolan
Registered Professional Land Surveyor
Texas Registration No. 6061

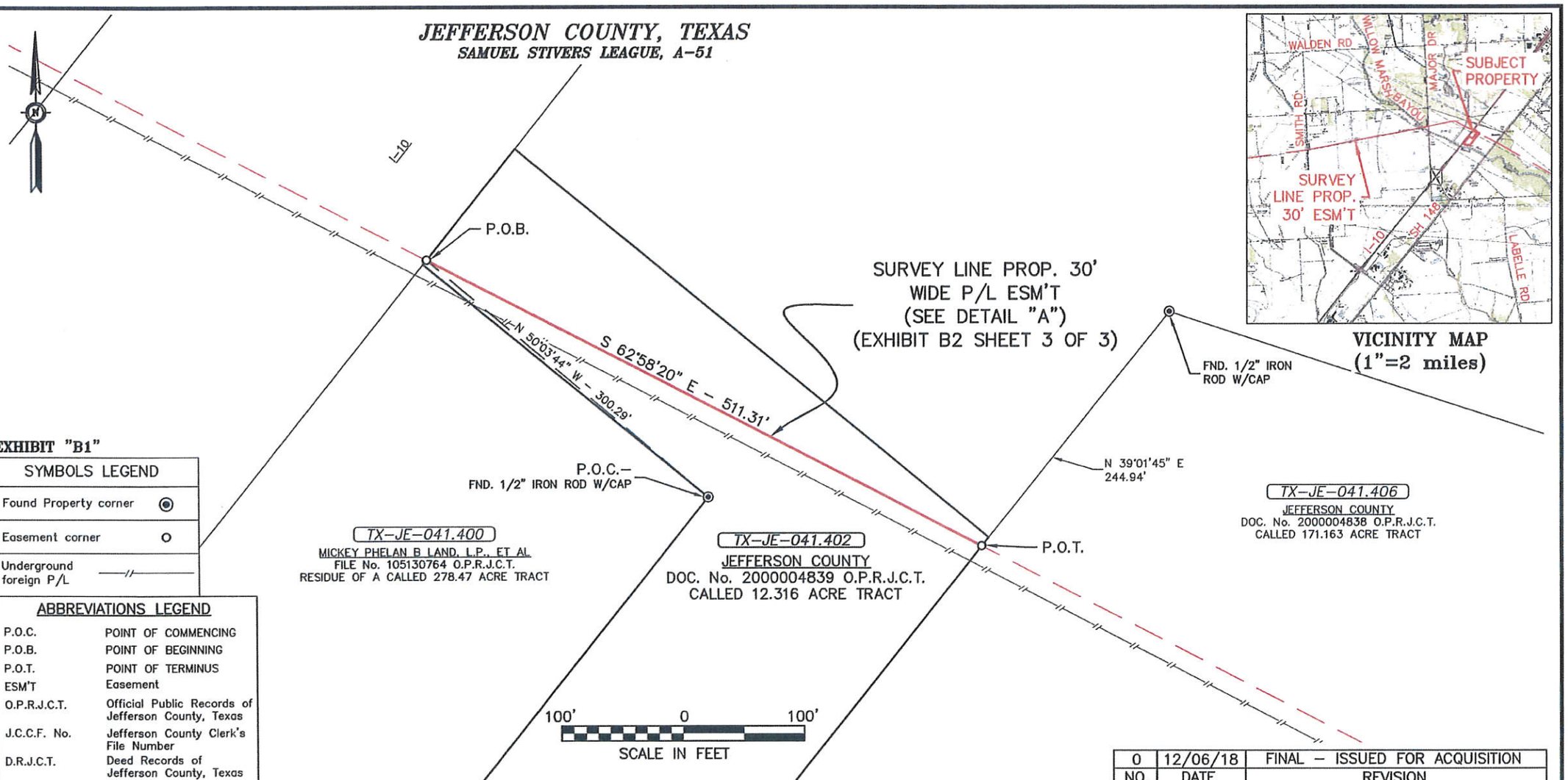


EXHIBIT "B1"

SYMBOLS LEGEND	
Found Property corner	◉
Easement corner	○
Underground foreign P/L	—//—

ABBREVIATIONS LEGEND

P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS
ESM'T	Easement
O.P.R.J.C.T.	Official Public Records of Jefferson County, Texas
J.C.C.F. No.	Jefferson County Clerk's File Number
D.R.J.C.T.	Deed Records of Jefferson County, Texas

NO.	DATE	REVISION
0	12/06/18	FINAL – ISSUED FOR ACQUISITION

Morris P. Hebert, Inc.
SURVEYING • ENGINEERING • ENVIRONMENTAL SERVICES • FIELD SERVICES • GIS
FIRM No. 10142100

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

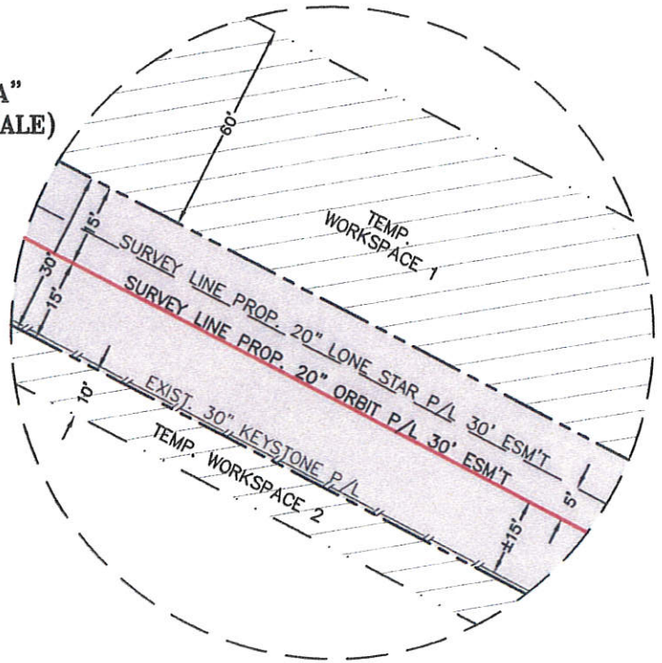
Orbit Gulf Coast NGL Exports, LLC

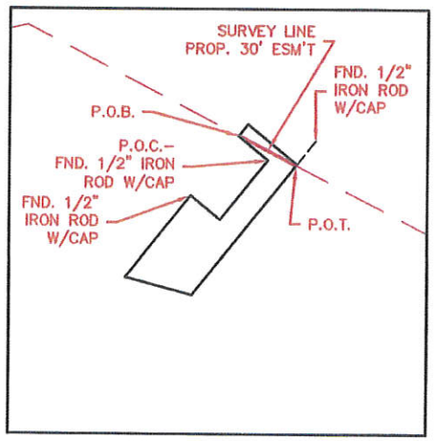
EXHIBIT OF A PROPOSED PIPELINE EASEMENT
ACROSS JEFFERSON COUNTY PROPERTY
JEFFERSON COUNTY, TEXAS

DRAWN BY: NM	SHEET: 2 OF 3
CHECKED BY: AK	SCALE : AS SHOWN
APPROVED BY: PGN	DATE: 11/12/18
CAD FILE: 13085-01-TX-JE-041.402-ORBIT.DWG	

H:\Projects\13085-01 ETP Orbit Pipeline\5000 PLATS\SEGMENT 3\TX-JE-041.402\13085-01-TX-JE-041.402-ORBIT.dwg PLOT DATE: 12/6/18 1:17:20pm

DETAIL "A"
(NOT TO SCALE)





PROPERTY DETAIL

PROPOSED 30' WIDE P/L EASEMENT

TEMPORARY WORKSPACES 1 & 2

SURVEY LINE	
LENGTH	511.31 L.F./30.99 RODS
RIGHT OF WAY LAND USE	
30' WIDE PIPELINE ESM'T	14,977 SQ. FT./0.344 ACRES
TEMP. WORKSPACE 1	20,029 SQ. FT./0.460 ACRES
TEMP. WORKSPACE 2	4,353 SQ. FT./0.100 ACRES
TOTAL T.W.S.	24,382 SQ. FT./0.560 ACRES

EXHIBIT "B2" (SEE EXHIBIT "B1" FOR PLAN VIEW)

GENERAL NOTES :

1. Bearings shown hereon are referenced to Texas State Plane Coordinate System, South Central Zone 4204, NAD83. Distances hereon are grid and may be converted to surface by dividing by a combined scale factor of 0.999923423.

2. This exhibit was prepared without the benefit of a commitment for title insurance; therefore, easements of record may exist and are not shown hereon. The ownership information of the subject and adjoining tracts, shown hereon, provided by Contract Land Staff, LLC. No additional research has been performed by Morris P. Hebert, Inc.

3. An on-the-ground effort has been made to locate and indicate all cables, pipelines, utilities, etc. crossed by the proposed project; however, due to the inherent limitations of electronic magnetic locating equipment, Morris P. Hebert, Inc. is not responsible for any not located during the course of the survey. It is not within the scope of this exhibit to locate all buried utility lines on this property, not all improvements shown hereon.

4. A separate metes and bounds description titled Exhibit "A" accompanies this plat.

STATE OF TEXAS
REGISTERED
PHILIP G NOLAN
6061
PROFESSIONAL
LAND SURVEYOR

Philip G. Nolan 12-6-18

Philip G. Nolan
Registered Professional Land Surveyor
Texas Registration No. 6061

NO.	DATE	REVISION
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Orbit Gulf Coast NGL Exports, LLC

EXHIBIT OF A PROPOSED 30-FOOT WIDE PIPELINE EASEMENT
ACROSS JEFFERSON COUNTY PROPERTY
JEFFERSON COUNTY, TEXAS

DRAWN BY: NM	SHEET: 3 OF 3
CHECKED BY: AK	SCALE : AS SHOWN
APPROVED BY: PGN	DATE: 11/12/18
CAD FILE: 13085-01-TX-JE-041.402-ORBIT.DWG	

H:\Projects\13085-01 ETP Orbit Pipeline\3000 PLATS\SEGMENT 3\TX-JE-041.402\13085-01-TX-JE-041.402-ORBIT.dwg PLOT DATE: 12/6/18 1:18:18pm

PROJECT: Orbit Gulf Coast NGL Exports, LLC
TRACT NUMBER: TX-JE-041.406
COUNTY: Jefferson County, Texas

PERMANENT EASEMENT AGREEMENT

This Agreement, dated 6-24-2019, 2019, is between **Jefferson County, Texas** (hereinafter referred to as "Grantor", whether one or more), and **Orbit Gulf Coast NGL Exports, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee a thirty foot (30') wide free and unobstructed permanent easement in order to construct, operate and maintain pipelines and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor being more particularly described and depicted in **Exhibits A and B** ("the Permanent Easement Property") attached hereto and made a part hereof. Grantor hereby grants, sells and conveys unto Grantee a Temporary Construction Easement described in the attached **Exhibit B** in order to construct one pipeline not to exceed **TWENTY** inches (20") in nominal diameter and any appurtenant facilities in, over, through, across, under, and along lands as shown in the attached Exhibit A.

It is further agreed as follows:

1. The right to use this Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, pipelines, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof natural gas and the products thereof, together with below-ground appurtenances (except for pipelines markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Permanent Easement Property) as may be necessary or desirable for the operation of the pipelines, over, across, under and upon the Permanent Easement Property. Grantee shall have the right of ingress and egress over and across the Permanent and Temporary Construction Easement Property (and the Temporary Construction Easement Property while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Temporary Construction Easement Property. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the pipelines and appurtenant facilities related to this pipelines project. Grantee shall also have the right to have a right of entry and access in, to, through, on, over, under, and across the Permanent Easement Property owned by Grantor for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Easement.

3. Grantee agrees that, during the construction of the Pipeline, Grantee will bury its pipeline to provide a minimum cover of forty-eight inches (48".)

4. Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.

5. The consideration paid by Grantee in this agreement includes the market value of the easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's remaining property. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Permanent Easement Property and Temporary Construction Easement Property. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipelines.

6. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Permanent Easement Property and will construct and maintain soil conservation devices on the Permanent Easement Property as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the pipelines and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the construction of the pipelines. Grantee shall have the right to install, maintain and use gates in all fences which now cross or shall cross the easement. Grantor shall allow Grantee to install its own lock if Grantee so chooses.

7. Grantor may use the Permanent Easement Property for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor's uses may include but shall not be limited to using the Permanent Easement Property for agricultural, open space, set-back, density, street and roadway purposes. Grantor is permitted, after review by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipelines, across the Permanent Easement Property which do not damage, destroy or alter the operation of the pipelines and its appurtenant facilities. Grantor may also construct and/or install water, sewer, gas, electric, cable TV, telephone or other utility lines across the Permanent Easement Property at any angle of not less than forty five (45) degrees to Grantee's pipelines, provided that all of Grantee's required and applicable spacings, including

depth separation limits and other protective requirements are met by Grantor. The use of the Permanent Easement Property by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement Property. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

8. Grantor may not use any part of the Permanent Easement Property if such use may damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Permanent Easement Property without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which this Easement is being acquired may be placed, erected, installed or permitted upon the Permanent Easement Property without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easement is conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Permanent Easement Property, may be removed by Grantee without liability to Grantor for damages.

9. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the pipelines and to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement Property which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipelines and appurtenant facilities.

10. Grantor shall retain all the oil, gas, and other minerals in, on and under the Permanent Easement Property; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Permanent Easement Property, but it will be permitted to extract the oil and other minerals from and under the Permanent Easement Property by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee.

11. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's property cannot stray from the fenced pastures.

12. Grantee agrees that after it has exercised its rights to use this Easement in any manner that disturbs the surface of the Permanent Easement Property, it will restore the surface to the condition in which it was in prior to the use of this Easement except as the surface may be permanently modified by the use of this Easement. Any surface area of the Temporary Construction Easement Property that is damaged or disturbed during the construction shall be restored by the Grantee in a reasonably similar manner to its condition immediately preceding Grantee's use of this Temporary Construction Easement to the extent that the surface is not permanently modified by the use of this easement.

13. GRANTEE hereby releases, indemnifies and holds GRANTOR harmless of and from any and all damages and expenses for loss or injury to persons or property that may be caused by GRANTEE, its employees, representatives, agents or contractors and subcontractors while performing its activities on or about GRANTOR'S premises. GRANTEE, ORBIT GULF COAST NGL EXPORTS, LLC, INDEMNIFIES AND HOLDS GRANTOR, JEFFERSON COUNTY, TEXAS, HARMLESS OF AND FROM ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION FOR INJURY, DAMAGES AND/OR DEATH ARISING FROM GRANTEE'S ACTIVITIES,USE OF OR PRESENCE ON THE EASEMENT OR OTHER ADJACENT PROPERTY OF GRANTOR. THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITEE FOR THE INDEMNITEE'S CONCURRENT NEGLIGENCE.

14. Grantee shall have the right to assign this permanent easement, in whole or in part, to one or more assignees. The permanent easement shall be in perpetuity, and provisions of this Easement, including all benefits and burdens, shall run with the land. The undersigned warrant that they are the owner(s) of the property herein described and have authority to execute this agreement on behalf of the parties to this agreement. Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15. This easement shall be interpreted in accordance with the laws of Texas and all applicable federal laws.

16. This easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns. Facsimile signatures shall be deemed as an original signature by the enforcing party.

PROJECT: Orbit Gulf Coast NGL Exports, LLC
TRACT NUMBER: TX-JE-041.406
COUNTY: Jefferson County, Texas

17. This Permanent Easement Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Permanent Easement Agreement.

EXECUTED this 24th day of June, 2019.

GRANTOR:
Jefferson County, Texas

By: _____

Name: Jeff R. Branick

Title: County Judge

ACKNOWLEDGMENT

State of Texas)
)
County of Jefferson)

BEFORE ME, the undersigned Notary Public, on this 24th day of June, 2019, by Jeff R. Branick, the County Judge of County of Jefferson, Texas.

Loma C George
Notary Public in and for the State of Texas

LOMA C GEORGE
Notary Public, State of Texas
Comm. Expires 02-07-2023
Notary ID# 419409-9

My Commission Expires: 02-07-2023

Please Return To:
Orbit Gulf Coast NGL Exports, LLC
PO Box 122
Crosby, Texas 77532

TX-JE-041.406-ORBIT
STATE OF TEXAS
COUNTY OF JEFFERSON

EXHIBIT "A"

SURVEY LINE DESCRIPTION OF A PROPOSED 30-FOOT WIDE PIPELINE EASEMENT ACROSS THE JEFFERSON COUNTY PROPERTY

The survey line description of proposed 30-foot wide pipeline easement, situated in the Samuel Stivers League, Abstract No. 51, Jefferson County, Texas, being upon, over, through and across the Jefferson County, called 171.163 acre tract of land described by an instrument recorded under Document No. 2000004838 of the Official Public Records of Jefferson County, Texas (O.P.R.J.C.T.), the side lines of said pipeline easement shall be located 15-foot each side of, parallel and adjacent to said survey line and shall be extended or shortened to intersect at angle points and grantor's boundary lines, said survey line being more particularly described as follows:

Bearings shown hereon are referenced to the Texas State Plane Coordinate System, South Central Zone 4204, NAD83. Distances hereon are grid and may be converted to surface by dividing by a combined scale factor of 0.999923423.

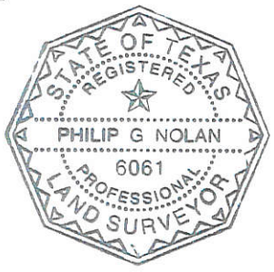
COMMENCING at a 1/2-inch iron rod with cap found marking a north corner of said 171.163 acre tract;

THENCE South 39°01'45" West, along a northwest line of said 171.163 acre tract, a distance of 244.94 feet to the **POINT OF BEGINNING** of the herein described survey line, on the southeast line the Jefferson County, called 12.316 acre tract of land described by an instrument recorded under Document No. 2000004839 of the O.P.R.J.C.T.;

THENCE South 62°58'20" East, a distance of 1,472.12 feet to the **POINT OF TERMINUS** of the herein described survey line on the southeast line of said 171.163 acre tract and northwest line of the BNSF Railroad, from which a 1/2-inch iron rod found, marking the most southerly east corner of said 171.163 acre tract bears North 39°01'45" East, a distance of 577.38 feet. The total length of the herein described survey line is 1,472.12 feet or 89.22 rods, said pipeline easement containing an total area of 1.014 acres (44,164 square feet) of land and the temporary workspaces containing a total area of 2.366 acres (103,048 square feet) of land.

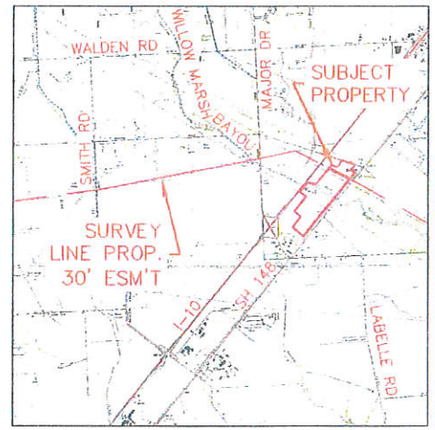
Said survey line, proposed 30-foot wide pipeline easements and temporary workspaces are illustrated on Exhibit "B1" and "B2" dated 11/12/18 Drawing Number 13085-01-TX-JE-041.406-ORBIT.DWG., "Rev 0".

MORRIS P. HEBERT, INC.
10101 SOUTHWEST FREEWAY, SUITE 620
HOUSTON, TEXAS 77074
(713) 219-1470
FIRM NO. 10142100



Philip G. Nolan 12-6-18
Philip G. Nolan
Registered Professional Land Surveyor
Texas Registration No. 6061

JEFFERSON COUNTY, TEXAS
SAMUEL STIVERS LEAGUE, A-51



VICINITY MAP
(1"=2 miles)

P.O.C.– FND. 1/2" IRON ROD W/CAP

S 39°01'45" W 244.94'

P.O.B.

TX–JE–041.406
JEFFERSON COUNTY
DOC. No. 2000004838 O.P.R.J.C.T.
CALLED 171.163 ACRE TRACT

TX–JE–041.402
JEFFERSON COUNTY
DOC. No. 2000004839 O.P.R.J.C.T.
CALLED 12.316 ACRE TRACT

SURVEY LINE PROP. 30' WIDE P/L ESM'T (SEE DETAIL "A") (EXHIBIT B2 SHEET 3 OF 3)

S 62°58'20" E – 1,472.12'

N 39°01'45" E – 577.38'

BNSF RR

FND. 1/2" IRON ROD

P.O.T.

200' 0 200'
SCALE IN FEET

EXHIBIT "B1"

SYMBOLS LEGEND	
Found Property corner	◉
Easement corner	○
Underground foreign P/L	——//——

ABBREVIATIONS LEGEND	
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS
ESM'T	Easement
O.P.R.J.C.T.	Official Public Records of Jefferson County, Texas
J.C.C.F. No.	Jefferson County Clerk's File Number
D.R.J.C.T.	Deed Records of Jefferson County, Texas

NO.	DATE	REVISION
0	12/06/18	FINAL – ISSUED FOR ACQUISITION

Morris P. Hebert, Inc.
FIRM No. 10142100

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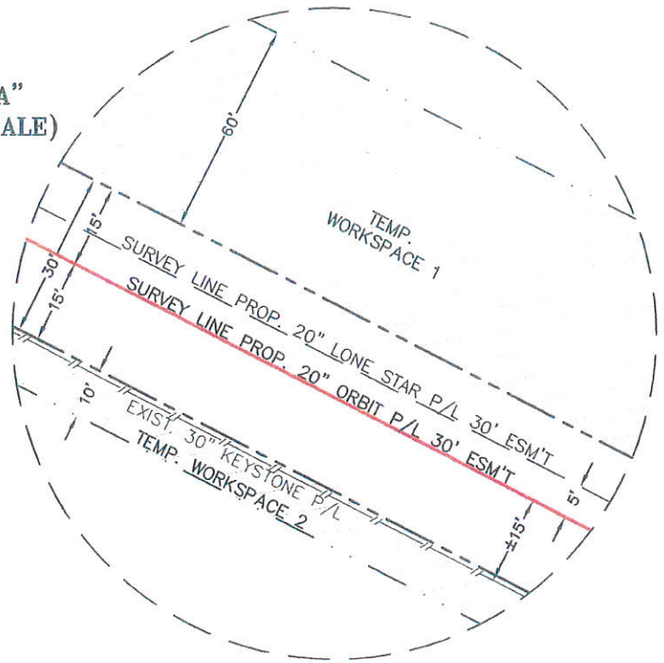
Orbit Gulf Coast NGL Exports, LLC

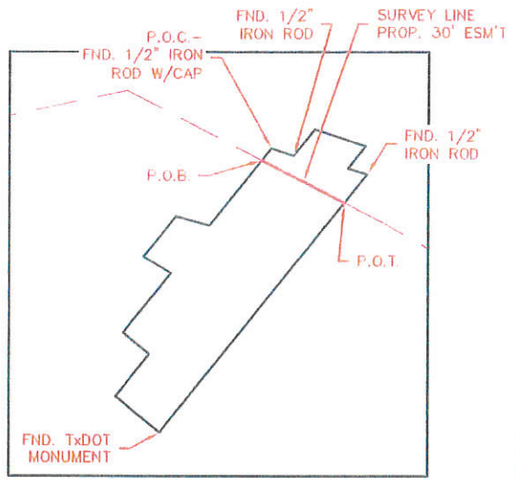
EXHIBIT OF A PROPOSED PIPELINE EASEMENT
ACROSS JEFFERSON COUNTY PROPERTY
JEFFERSON COUNTY, TEXAS

DRAWN BY: NM	SHEET: 2 OF 3
CHECKED BY: AK	SCALE : AS SHOWN
APPROVED BY: PGN	DATE: 11/12/18
CAD FILE: 13085-01-TX-JE-041.406-ORBIT.DWG	

H:\Projects\13085-01 ETP Orbit Pipeline\5000 PLATS\SEGMENT 3\TX-JE-041.406\13085-01-TX-JE-041.406-ORBIT.dwg PLOT DATE: 12/6/18 1:13:18pm

DETAIL "A"
(NOT TO SCALE)





PROPERTY DETAIL

PROPOSED 30' WIDE P/L EASEMENT

TEMPORARY WORKSPACES 1 & 2

SURVEY LINE	
LENGTH	1,472.12 L.F./89.22 RODS
RIGHT OF WAY LAND USE	
30' WIDE PIPELINE ESM'T	44,164 SQ. FT./1.014 ACRES
TEMP. WORKSPACE 1	88,327 SQ. FT./2.028 ACRES
TEMP. WORKSPACE 2	14,721 SQ. FT./0.338 ACRES
TOTAL T.W.S.	103,048 SQ. FT./2.366 ACRES

EXHIBIT "B2" (SEE EXHIBIT "B1" FOR PLAN VIEW)

GENERAL NOTES:

1. Bearings shown hereon are referenced to Texas State Plane Coordinate System, South Central Zone 4204, NAD83. Distances hereon are grid and may be converted to surface by dividing by a combined scale factor of 0.999923423.

2. This exhibit was prepared without the benefit of a commitment for title insurance; therefore, easements of record may exist and are not shown hereon. The ownership information of the subject and adjoining tracts, shown hereon, provided by Contract Land Staff, LLC. No additional research has been performed by Morris P. Hebert, Inc.

3. An on-the-ground effort has been made to locate and indicate all cables, pipelines, utilities, etc. crossed by the proposed project; however, due to the inherent limitations of electronic magnetic locating equipment, Morris P. Hebert, Inc. is not responsible for any not located during the course of the survey. It is not within the scope of this exhibit to locate all buried utility lines on this property, not all improvements shown hereon.

4. A separate metes and bounds description titled Exhibit "A" accompanies this plat.

STATE OF TEXAS
REGISTERED
PHILIP G NOLAN
6061
PROFESSIONAL
LAND SURVEYOR

Philip G. Nolan 12-6-18
Philip G. Nolan
Registered Professional Land Surveyor
Texas Registration No. 6061

NO.	DATE	REVISION
0	12/06/18	FINAL – ISSUED FOR ACQUISITION

Morris P. Hebert, Inc.
FIRM No. 10142100

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

Orbit Gulf Coast NGL Exports, LLC

EXHIBIT OF A PROPOSED 30–FOOT WIDE PIPELINE EASEMENT
ACROSS JEFFERSON COUNTY PROPERTY
JEFFERSON COUNTY, TEXAS

DRAWN BY: NM	SHEET: 3 OF 3
CHECKED BY: AK	SCALE : AS SHOWN
APPROVED BY: PGN	DATE: 11/12/18
CAD FILE: 13085–01–TX–JE–041.406–ORBIT.DWG	

H:\Projects\13085-01 ETP Orbit Pipeline\5000 PLATS\SEGMENT 3\TX-JE-041.406\13085-01-TX-JE-041.406-ORBIT.dwg PLOT DATE: 12/6/18 1:14:12pm

THE STATE OF TEXAS

LANDOWNER'S BILL OF RIGHTS

PREPARED BY THE

OFFICE OF THE
ATTORNEY GENERAL OF TEXAS

STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt by the government or a private entity to take your property. The contents of this Bill of Rights are prescribed by the Texas Legislature in Texas Government Code Sec. 402.031 and Chapter 21 of the Texas Property Code.

1. You are entitled to receive adequate compensation if your property is taken for a public use.
2. Your property can only be taken for a public use.
3. Your property can only be taken by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to take your property must notify you that it wants to take your property.
5. The entity proposing to take your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. The entity proposing to take your property must make a bona fide offer to buy the property before it files a lawsuit to condemn the property – which means the condemning entity must make a good faith offer that conforms with Chapter 21 of the Texas Property Code.
7. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
8. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
9. Before your property is condemned, you are entitled to a hearing before a court appointed panel that includes three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for the taking of your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
10. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the taking of your property was proper, you have the right to a trial by a judge or jury. If you are dissatisfied with the trial court's judgment, you may appeal that decision.

CONDEMNATION PROCEDURE

Eminent domain is the legal authority that certain entities are granted that allows those entities to take private property for a public use. Private property can include land and certain improvements that are on that property.

Private property may only be taken by a governmental entity or private entity that is authorized by law to do so. Your property may be taken only for a public purpose. That means it can only be taken for a purpose or use that serves the general public. Texas law prohibits condemnation authorities from taking your property to enhance tax revenues or foster economic development.

Your property cannot be taken without adequate compensation. Adequate compensation includes the market value of the property being taken. It may also include certain damages if your remaining property's market value is diminished by the acquisition itself or by the way the condemning entity will use the property.

HOW THE TAKING PROCESS BEGINS

The taking of private property by eminent domain must follow certain procedures. First, the entity that wants to condemn your property must provide you a copy of this Landowner's Bill of Rights before - or at the same time - the entity first represents to you that it possesses eminent domain authority.

Second, if it has not been previously provided, the condemning entity must send this Landowner's Bill of Rights to the last known address of the person who is listed as the property owner on the most recent tax roll. This requirement stipulates that the Landowner's Bill of Rights must be provided to the property owner at least seven days before the entity makes a final offer to acquire the property.

Third, the condemning entity must make a bona fide offer to purchase the property. The requirements for a bona fide offer are contained in Chapter 21 of the Texas Property Code. At the time a purchase offer is made, the condemning entity must disclose any appraisal reports it produced or acquired that relate specifically to the property and were prepared in the ten years preceding the date of the purchase offer. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

CONDEMNATION PROCEEDINGS

If you and the condemning entity do not agree on the value of your property, the entity may begin condemnation proceedings. Condemnation is the legal process that eligible entities utilize to take private property. It begins with a condemning entity filing a claim for your property in court. If you live in a county where part of the property being condemned is located, the claim must be filed in that county. Otherwise, the condemnation claim can be filed in any county where at least part of the property being condemned is located. The claim must describe the property being condemned, state with specificity the public use, state the name of the landowner, state that the landowner and the condemning entity were unable to agree on the value of the property, state that the condemning entity provided the landowner with the Landowner's Bill of Rights, and state that the condemning entity made a bona fide offer to acquire the property from the property owner voluntarily.

SPECIAL COMMISSIONERS' HEARING

After the condemning entity files a condemnation claim in court, the judge will appoint three local landowners to serve as special commissioners. The judge will give you a reasonable period to strike one of the special commissioners. If a commissioner is struck, the judge will appoint a replacement. These special commissioners must live in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law. The special commissioners are not legally authorized to decide whether the condemnation is necessary or if the public use is proper. Their role is limited to assessing adequate compensation for you. After being appointed, the special commissioners must schedule a hearing at the earliest practical time and place. The special commissioners are also required to give you written notice of the condemnation hearing.

You are required to provide the condemning entity any appraisal reports that were used to determine your claim about adequate compensation for the condemned property. Under a new law enacted in 2011, landowners' appraisal reports must be provided to the condemning entity either ten days after the landowner receives the report or three business days before the special commissioners' hearing - whichever is earlier. You may hire an appraiser or real estate professional to help you determine the value of your private property. Additionally, you can hire an attorney to represent you during condemnation proceedings.

At the condemnation hearing, the special commissioners will consider your evidence on the value of your condemned property, the damages to remaining property, any value added to the remaining property as a result of the condemnation, and the condemning entity's proposed use of your condemned property.

SPECIAL COMMISSIONERS' AWARD

After hearing evidence from all interested parties, the special commissioners will determine the amount of money that you should be awarded to adequately compensate you for your property. The special commissioners' decision is significant to you not only because it determines the amount that qualifies as adequate compensation, but also because it impacts who pays for the cost of the condemnation proceedings. Under the Texas Property Code, if the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. However, if the special commissioners' award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs associated with the proceedings.

The special commissioners are required to provide the court that appointed them a written decision. That decision is called the "Award." The Award must be filed with the court and the court must send written notice of the Award to all parties. After the Award is filed, the condemning entity may take possession of the property being condemned, even if either party appeals the Award of the special commissioners. To take possession of the property, the condemning entity must either pay the amount of the Award or deposit the amount of the Award into the court's registry. You have the right to withdraw funds that are deposited into the registry of the court.

OBJECTION TO THE SPECIAL COMMISSIONERS' AWARD

If either the landowner or the condemning entity is dissatisfied with the amount of the Award, either party can formally object to the Award. In order to successfully make this valuation objection, it must be filed in writing with the court. If neither party timely objects to the special commissioners' Award, the court will adopt the Award as the final judgment of the court.

If a party timely objects to the special commissioners' Award, the court will hear the case in the same manner that other civil cases are heard. Landowners who object to the Award and ask the court to hear the matter have the right to a trial and can elect whether to have the case decided by a judge or jury. The allocation of any trial costs is decided in the same manner that costs are allocated with the special commissioners' Award. After trial, either party may appeal any judgment entered by the court.

DISMISSAL OF THE CONDEMNATION ACTION

A condemning entity may file a motion to dismiss the condemnation proceeding if it decides it no longer needs your condemned property. If the court grants the motion to dismiss, the case is over and you are entitled to recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses incurred to the date of the hearing on the motion to dismiss.

If you wish to challenge the condemning entity's authority to take your property, you can lodge that challenge by filing a motion to dismiss the condemnation proceeding. Such a motion to dismiss would allege that the condemning entity did not have the right to condemn your property. For example, a landowner could challenge the condemning entity's claim that it seeks to take the property for a public use. If the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses incurred to the date of the hearing or judgment.

Orbit Gulf Coast NGL Exports, LLC
Tract: TX-JE-041.406
County: JEFFERSON
Check: 6980000 40

RECEIPT AND RELEASE

THE UNDERSIGNED, for and in consideration of the sum ONE HUNDRED SEVEN THOUSAND SIXTY-FOUR AND 00/100 dollars ($107,064.00), paid to the undersigned by Orbit Gulf Coast NGL Exports, LLC the receipt of which is hereby acknowledged, does hereby remise, release and discharge Orbit Gulf Coast NGL Exports, LLC, their respective successors and assigns, from any and all actions and causes of actions, debts, claims and demands whatsoever which the undersigned, its successors or assigns, now have or may hereafter have against said. Orbit Gulf Coast NGL Exports, LLC, its successors and assigns for or on account of any inconvenience caused the undersigned or on account of any injury or damage which have been or which may be done to any property, real or person, on, in or about the lands of the undersigned know as JEFFERSON County, Texas by reason of or on account of the pipeline construction activities of Orbit Gulf Coast NGL Exports, LLC.

The terms, covenants, and provisions of this Receipt And Release shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the executing parties.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand this 24th day of JUNE 2019.

Recipient — 06-24-2019 Date

74-6000291
FIN or SSN

Agent — 6-26-19 Date

Orbit Gulf Coast NGL Exports, LLC
Tract: TX-JE-041.402
County: JEFFERSON
Check: 1065

RECEIPT AND RELEASE

THE UNDERSIGNED, for and in consideration of the sum THIRTY-SEVEN THOUSAND ONE HUNDRED EIGHTY-EIGHT 00/100 dollars ($37,188.00), paid to the undersigned by Orbit Gulf Coast NGL Exports, LLC the receipt of which is hereby acknowledged, does hereby remise, release and discharge Orbit Gulf Coast NGL Exports, LLC, their respective successors and assigns, from any and all actions and causes of actions, debts, claims and demands whatsoever which the undersigned, its successors or assigns, now have or may hereafter have against said. Orbit Gulf Coast NGL Exports, LLC, its successors and assigns for or on account of any inconvenience caused the undersigned or on account of any injury or damage which have been or which may be done to any property, real or person, on, in or about the lands of the undersigned know as JEFFERSON County, Texas by reason of or on account of the pipeline construction activities of Orbit Gulf Coast NGL Exports, LLC.

The terms, covenants, and provisions of this Receipt And Release shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the executing parties.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand this 24th day of June 2019

Recipient — June 24, 2019 — Date

74-6000291
FIN or SSN

Agent — 6-26-19 — Date

JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT

Application Date: 06/24/19 Permit #: 02 -OW- 19 Precinct#: 1,2 & 4

Business Name: LONE STAR NGL PIPELINE LP Business Phone: 713-989-2864

Business Address: 1300 Main Street, Houston, Texas 77002

Local Representative: Mark Band Local Phone: 281-932-0263

State Permit No. (if applicable):

Bond Amount: $5,000,000.00 Bond #: LPM 929 8694

Description of Work/Type/Location: New 20" pipeline construction. (See Road Use Agreement)

Description of Route: from the western county line, south of Nome, to a facility in Nederland, Texas.

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Signed this 24 day of June 20 19 .

LONE STAR NGL PIPELINE LP
Name of Company (Permittee)
By: LONE STAR NGL ASSET GP LLC
Its general partner

By: Robert Rose

Title: Vice President of Land & Right of Way

Applicant's Signature

Robert Rose
Applicant's Printed Name

JEFFERSON COUNTY

By: [signature]
Director of Engineering

By: Kenneth Minkins
Precinct Supervisor

Joly Jannis

Mike Graham

JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT
(Engineering Department Use Only)

Date Approved: 06/24/19 Application Approved ✓ Yes ____ No

If No, give reason: _____

Processed By: Ernest Clement

Title: ENG SPECIALIST

Processor's Signature

Ernest Clement

Processor's Printed Name

STATE OF TEXAS

COUNTY OF JEFFERSON

COMMISSIONERS' COURT

OF JEFFERSON COUNTY, TEXAS

AN ORDER REGARDING ROAD USE IN JEFFERSON COUNTY

1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and.
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013

JUDGE JEFF R. BRANICK
County Judge

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY AND Lone Star NGL Pipeline LP

WHEREAS, Lone Star NGL Pipeline LP (hereinafter "Company") intends to conduct new 20" pipeline construction [describe operation], (hereinafter the "Project") at a site located on see attached list of county roads)county road name) located in Precinct No. 1, 2, and 4 ; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1st road name] and County [2nd road name]:

1. County Road see attached list of county roads ;
2. County Road _____ ; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road _____ and County road _____ for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of July 1, 2019 to a termination date of July 1, 2020. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.

2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.

3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name:_____] and County [2nd road name:_____] for additional support.

4. Company shall provide a surety bond in the sum of [$ 5,000,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 1, 2, and 4 of Jefferson County, Texas before transporting any equipment on County [road name: see attached list of county roads and County [2nd road name: _____] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 24th day of June, 2019

_____
Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 24th day of June, 2019

Attest:

By _____, Chief Deputy
Jefferson County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

LONE STAR NGL PIPELINE LP

By: LONE STAR NGL ASSET GP LLC
Its general partner

By: _____
Robert Rose, Vice President of Land and Right of Way

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on 5/13, 2019 by Robert Rose in the capacity of Vice President of Land and Right of Way, of Lone Star NGL Asset GP LLC, in its capacity as general partner of Lone Star NGL Pipeline LP, a Delaware limited partnership, on behalf of said limited partnership.

Laurie J Benton

LAURIE J. BENTON
Notary Public, State of Texas
Comm. Expires 10-06-2019
Notary ID 174965

Exhibit 1

Estimate of Cost:

Length of [1st road name]:
Type of road surface/material:
Number of culverts/bridges:
Any other special features:
Length of [2nd road name]:
Type of road surface/material:
Number of culverts/bridges:
Any other special features:

Anticipated cost of Repair:
Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)
Foreman $ 29.90 per hour x _____ hours = $_____

Equipment Operator $ 25.00 per hour x _____ hours = $_____

Truck Driver Other $ 20.00 per hour x _____ hours = $_____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).
Truck $ 35.00 per hour x _____ hours = $_____

Grader $ 55.00 per hour x _____ hours = $_____

Gradall Other $ 80.00 per hour x _____ hours = $_____

Material: (Rate includes cost to acquire and transport to location)
Base mtl $ 34.38 Per Ton + $_____ per hour x _____ hours = $_____

Asphalt $ 97.90 Per Ton + $_____ per hour x _____ hours = $_____

Other at $ 70.40 Per Ton + $_____ per hour x _____ hours = $_____

Total for [1st road name] $_____

JEFFERSON COUNTY ROADS & DISTANCES FOR ROAD USE AGREEMENT
LONE STAR AND ORBIT PIPELINES

1)	Nolte Road	1.26 miles
2)	Blair Road	2.17 miles
3)	Mason Road	2.29 miles
4)	Thompson Road	1.68 miles
5)	Paggi Road	1.19 miles
6)	McDermond Road	.48 miles
7)	Lawhon Road	7.07 miles
8)	S. China Road	7.06 miles
9)	Green Pond Gully Road	.35 miles
10)	Boyt Road	1.44 miles
11)	S. Pine Island Road	2.41 miles
12)	Brooks Road	5.29 miles
13)	Kidd Road	1.55 miles
14)	Smith Road	3.30 miles
15)	Hillebrandt Road	8.10 miles
16)	Hebert Road	.92 miles
17)	1st Avenue	.33 miles
18)	Central Blvd.	.60 miles

Fidelity and Deposit Company of Maryland

1400 American Lane, T1-13, Schaumburg, IL 60196

Bond No. LPM9298694

License and/or Permit Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, LONE STAR NGL PIPELINE LP, as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland, with principal office P.O. Box 1227, Baltimore, Maryland 21203, as Surety, are held and firmly bound unto JEFFERSON COUNTY as Obligee, in the penal sum of Five Million and 00/100 DOLLARS ($ 5,000,000.00), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Obligee a license or permit for Road use agreement that covers county roads used during construction.; and the term of said license or permit is as indicated opposite the block checked below:

☐ Beginning the _____ day of _____, 20 _____, and
ending the _____ day of _____, 20 _____.

☒ Continuous, beginning the 10th day of May, 20 19.

WHEREAS, the Principal is required by law to file with JEFFERSON COUNTY a bond for the above indicated term and conditioned as hereinafter set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses or damage to it caused by said Principal's noncompliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or noncompliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond and

PROVIDED FURTHER, that if this is a continuous bond and the Surety shall so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated the 10th day of May, 20 19.

Principal's Name LONE STAR NGL PIPELINE LP

BY: LONESTAR NGL ASSET GP LLC, ITS GENERAL PARTNER PRINCIPAL

By: _____

Vice President, Land and Right of Way

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Lupe Tyler

Lupe Tyler, Attorney-In-Fact

J519a

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Melissa L. FORTIER, Vanessa DOMINGUEZ, Michael J. HERROD, Wendy W. STUCKEY, Lupe TYLER, Lisa A. WARD and Donna L. WILLIAMS, all of Houston, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of January, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____

Secretary
Eric D. Barnes

_____

Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

On this 26th day of January, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

Fidelity and Deposit Company of Maryland
Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

Permit No. 03-P-19

Precinct No. 1, 2 & 4

BOND # LPM9298691

APPLICATION FOR PIPE LINE PERMIT
(2003 REVISION)

Date 06/24/19

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

LONE STAR NGL PIPELINE LP (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of Liquid NGL/Propane, location of which is fully described as follows: from the western county line, south of Nome, to a facility in Nederland, Texas.

12 pages of drawings attached.
Construction will begin on or after July 1, 2019.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on _____, and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

10	road crossing @ $100.00	$ 1,000.00
_____	miles parallel @ $150.00/mile or fraction	$ _____
	TOTAL	$ 1,000.00

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be $5,000.00 per crossing and $50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has

been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time, the permit must be renewed.

Company LONE STAR NGL PIPELINE LP

By: LONE STAR NGL ASSET GP LLC
Its general partner

By _____

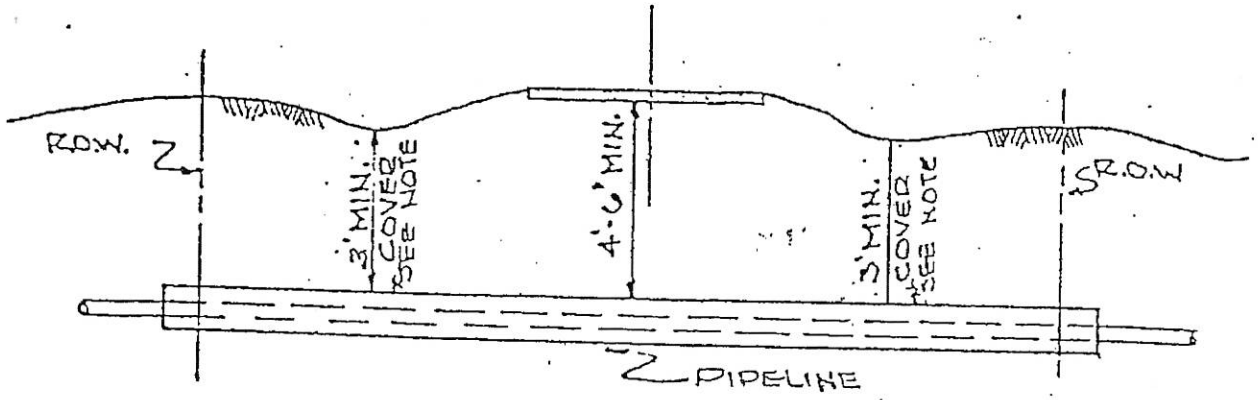
Title Robert Rose, Vice President of Land & Right of Way

Address 1300 Main Street

Houston, Texas 77002

Phone No. 713-989-2864

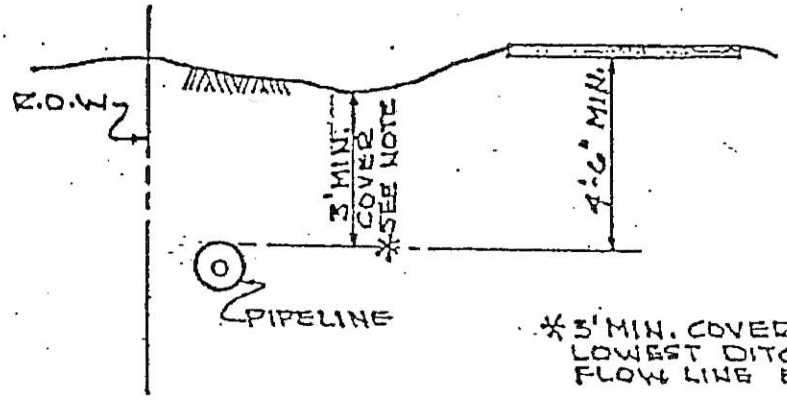
FAX No. 713-989-1209



*3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

NOTE: CASING TO EXTEND 1'-0" OUTSIDE R.O.W EACH SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING



*3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY ENGINEERING DEPARTMENT.
PIPELINE DETAILS (STD.)

TX-JE-001.902-Nolte Rd.,TX-JE-008.901-Thompson Rd.,TX-JE-009.900-McDermand,TX-JE-012.902-S. China Rd.,TX-JE-018.901-Green Pond Gully Rd.,TX-JE-028.900-Boyt Rd.,TX-JE-033.900-Smith Rd.,TX-JE-096.900-Hillebrandt Rd.,TX-JE-107.901-Hebert Rd.,TX-JE-122.900-Central Blvd.

ENGINEERING ACTION FORM

The minimum standard bond required is $ 50,000.00

Director of Engineering

06/24/19
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be $ 50,000 00. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By _____
County Judge

Fidelity and Deposit Company of Maryland

1400 American Lane, T1-13, Schaumburg, IL 60196

Bond No. LPM9298691

License and/or Permit Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, LONE STAR NGL PIPELINE LP, as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland, with principal office P.O. Box 1227, Baltimore, Maryland 21203, as Surety, are held and firmly bound unto JEFFERSON COUNTY as Obligee, in the penal sum of Fifty Thousand and 00/100 DOLLARS ($ 50,000.00), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Obligee a license or permit for Covering the permitted pipeline crossings of county roads; and the term of said license or permit is as indicated opposite the block checked below:

☐ Beginning the _____ day of _____, 20 _____, and ending the _____ day of _____, 20 _____.

☒ Continuous, beginning the 10th day of May, 20 19.

WHEREAS, the Principal is required by law to file with JEFFERSON COUNTY a bond for the above indicated term and conditioned as hereinafter set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses or damage to it caused by said Principal's noncompliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or noncompliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond and

PROVIDED FURTHER, that if this is a continuous bond and the Surety shall so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated the 10th day of May, 20 19.

Principal's Name LONE STAR NGL PIPELINE LP

By: LONE STAR NGL ASSET GP LLC ITS GENERAL PARTNER
PRINCIPAL

By: _____
Vice President, Land and Right of Way

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Lupe Tyler , Attorney-In-Fact

J519a

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Melissa L. FORTIER, Vanessa DOMINGUEZ, Michael J. HERROD, Wendy W. STUCKEY, Lupe TYLER, Lisa A. WARD and Donna L. WILLIAMS, all of Houston, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of January, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____

Secretary
Eric D. Barnes

_____

Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

On this 26th day of January, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

Fidelity and Deposit Company of Maryland
Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

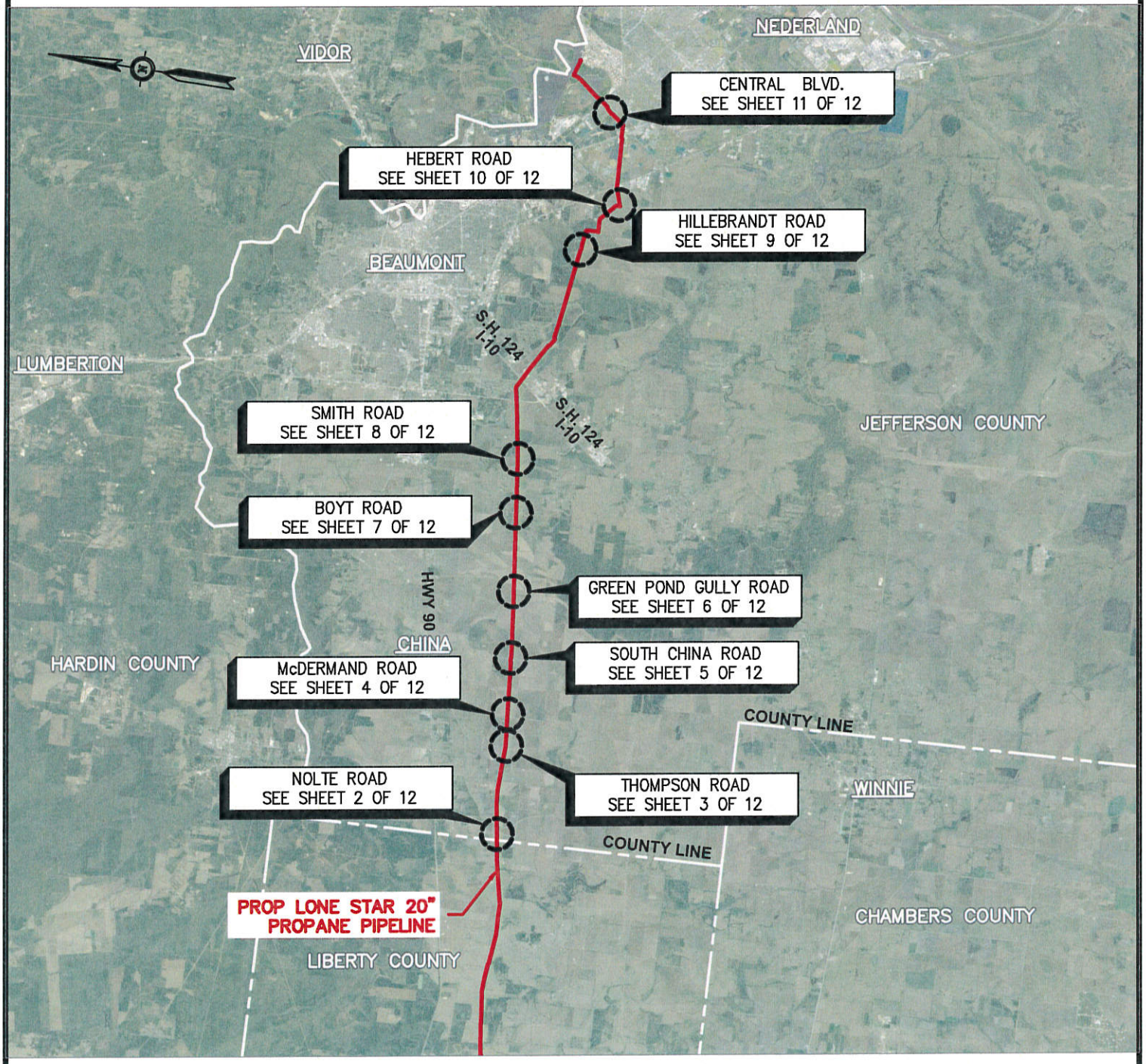
P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

H:\Projects\13085-01 ETP Orbit Pipeline\4000 PERMITS\41500-41999 Jefferson County Permits\Jefferson County Permits\20in Lonestar Propane Pipeline\13085-41520 AERIAL OVERVIEW.dwg plotted on Mar 01, 2019 - 2:27pm ACAD ver 21.0s (LM

JEFFERSON COUNTY, TEXAS



GRAPHIC SCALE (MILES)

5 2.5 0 5 10

NO.	DATE	REVISION	BY
0	03/01/19	ISSUED FOR ACQUISITION	JZ

LONE STAR NGL PIPELINE LP

AERIAL ROUTE MAP
PROPOSED LONE STAR 20" PROPANE PIPELINE
JEFFERSON COUNTY
ROAD CROSSINGS
JEFFERSON COUNTY, TEXAS

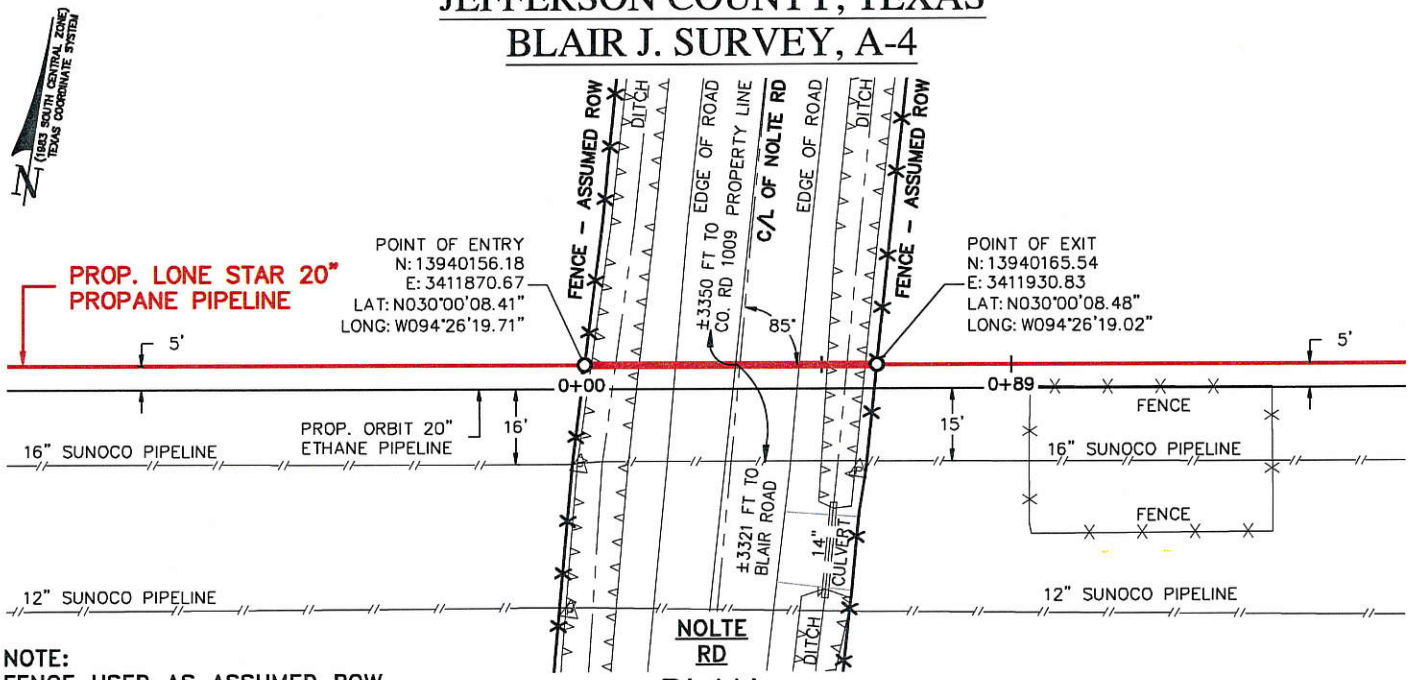
mph Morris P. Hebert, Inc.
surveying & engineering

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	JG	SHEET:	1 OF 12
CHECKED BY:	--	SCALE:	AS INDICATED
APPROVED BY:	--	DATE:	09/28/18
DRAWING NO.:	13085 – 41520		

H:\Projects\13085-01 ETP Orbit Pipeline\4000 PERMITS\41500-41999 Jefferson County Permits\Jefferson County Permits\20in Lonestar Propane Pipeline\13085-41521 PLAN AND PROFILE NOLTE RD.dwg plotted on May 13, 2019 - 11:24am ACAD

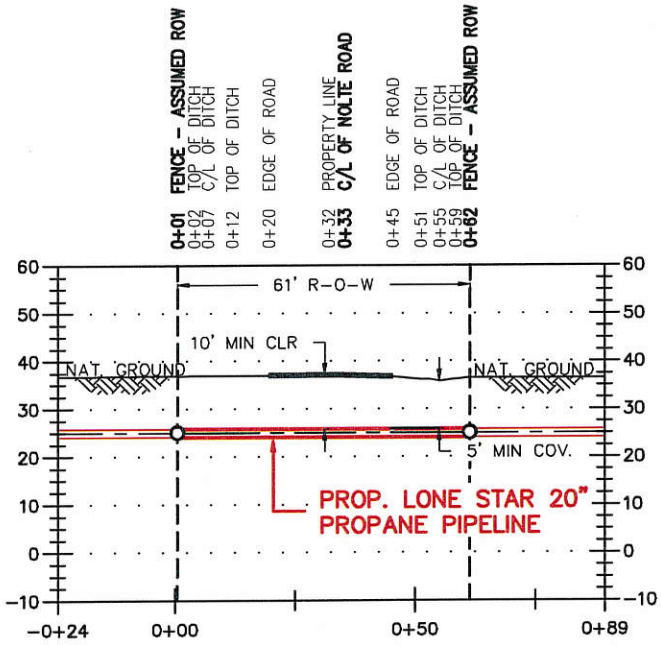
JEFFERSON COUNTY, TEXAS
BLAIR J. SURVEY, A-4



NOTE:
FENCE USED AS ASSUMED ROW

TOTAL LENGTH OF R/W: ±61 FEET

PLAN
(SCALE: 1"=40')



PROFILE
(HORZ. SCALE: 1"=40')
(VERT. SCALE: 1"=40')

NO.	DATE	REVISION	BY
1	05/13/19	ISSUED FOR ACQUISITION	LG
0	03/01/19	ISSUED FOR ACQUISITION	JZ

LONE STAR NGL PIPELINE LP

PLAN & PROFILE
PROPOSED LONE STAR 20" PROPANE PIPELINE

CROSSING NOLTE ROAD
JEFFERSON COUNTY, TEXAS

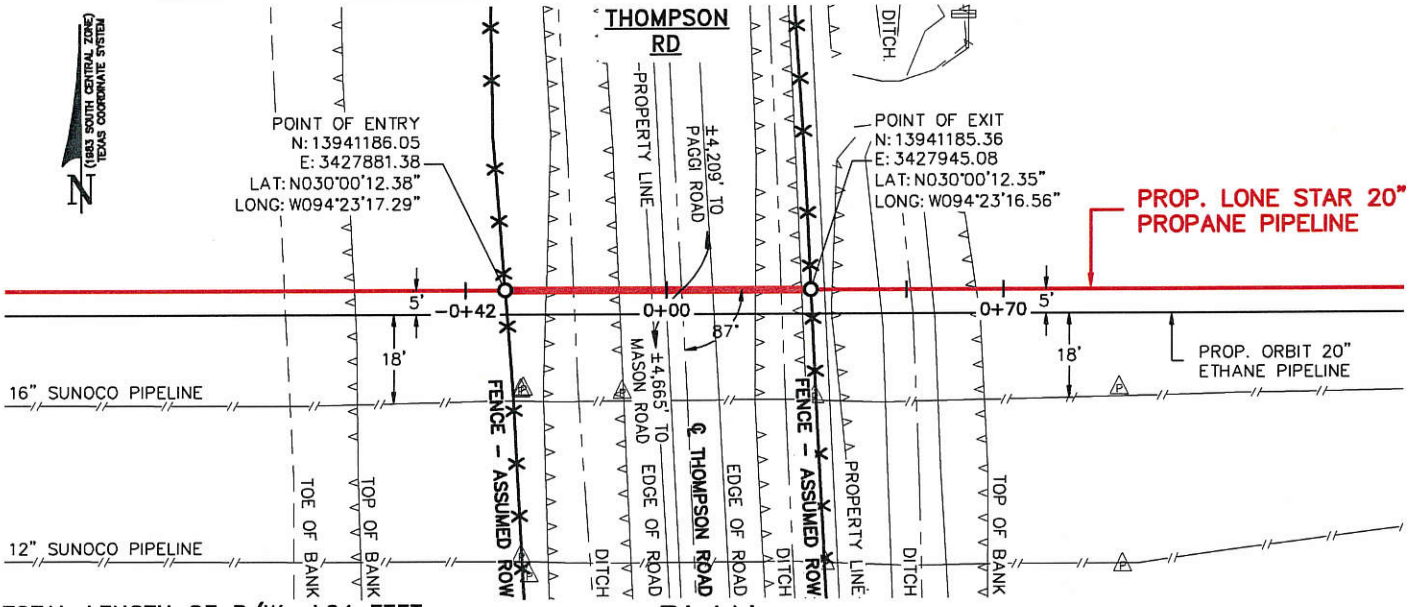
mph Morris P. Hebert, Inc.
surveying & engineering

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	JG	SHEET:	2 OF 12
CHECKED BY:	--	SCALE:	1"=40'
APPROVED BY:		DATE:	09/28/18
DRAWING NO.:	13085 - 41521		

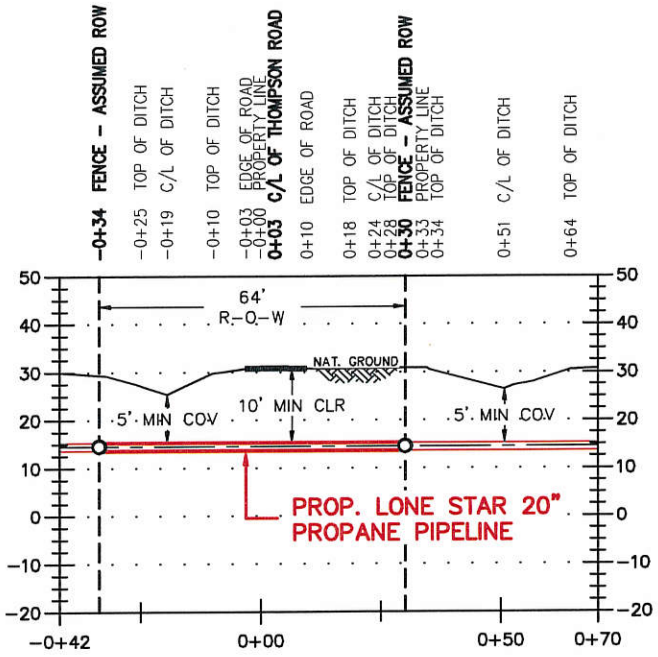
H:\Projects\13085-01 ETP Orbit Pipeline\4000 PERMITS\41500-41999 Jefferson County Permits\Jefferson County Permits\20in Lonestar Propane Pipeline\13085-41522 PLAN AND PROFILE THOMPSON RD.dwg plotted on May 13, 2019 - 11:29am

JEFFERSON COUNTY, TEXAS
ALDRIDGE WH SURVEY, A-834/ T&NO RR CO SURVEY, A-262



TOTAL LENGTH OF R/W: ±64 FEET

PLAN
(SCALE: 1"=40')



PROFILE
(HORZ. SCALE: 1"=40')
(VERT. SCALE: 1"=40')

NO.	DATE	REVISION	BY
1	05/13/19	ISSUED FOR ACQUISITION	LG
0	03/01/19	ISSUED FOR ACQUISITION	JZ

LONE STAR NGL PIPELINE LP

PLAN & PROFILE
PROPOSED LONE STAR 20" PROPANE PIPELINE

CROSSING THOMPSON ROAD
JEFFERSON COUNTY, TEXAS

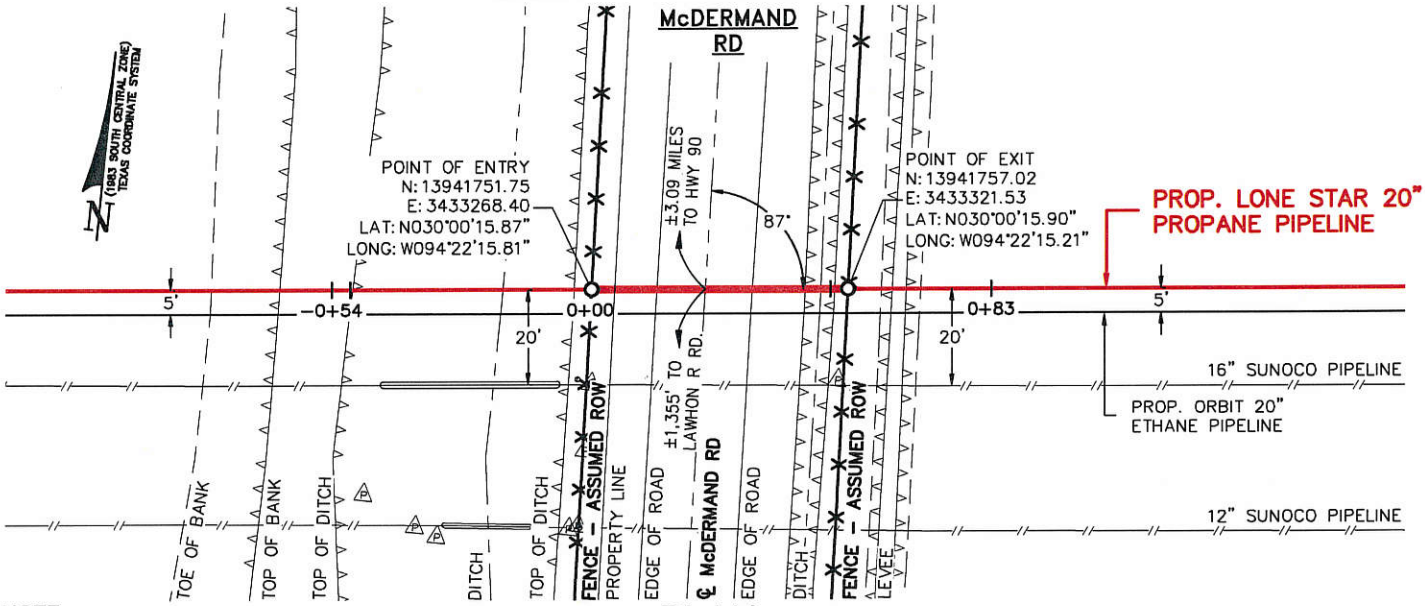
mph Morris P. Hebert, Inc. surveying & engineering

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	JG	SHEET:	3 OF 12
CHECKED BY:	--	SCALE:	1"=40'
APPROVED BY:		DATE:	09/28/18
DRAWING NO.:	13085 - 41522		

H:\Projects\13085-01 ETP Orbit Pipeline\4000 PERMITS\41500-41999 Jefferson County Permits\Jefferson County Permits\20in Lonestar Propane Pipeline\13085-41523 PLAN AND PROFILE McDERMAND RD.dwg plotted on May 13, 2019 - 11:36am

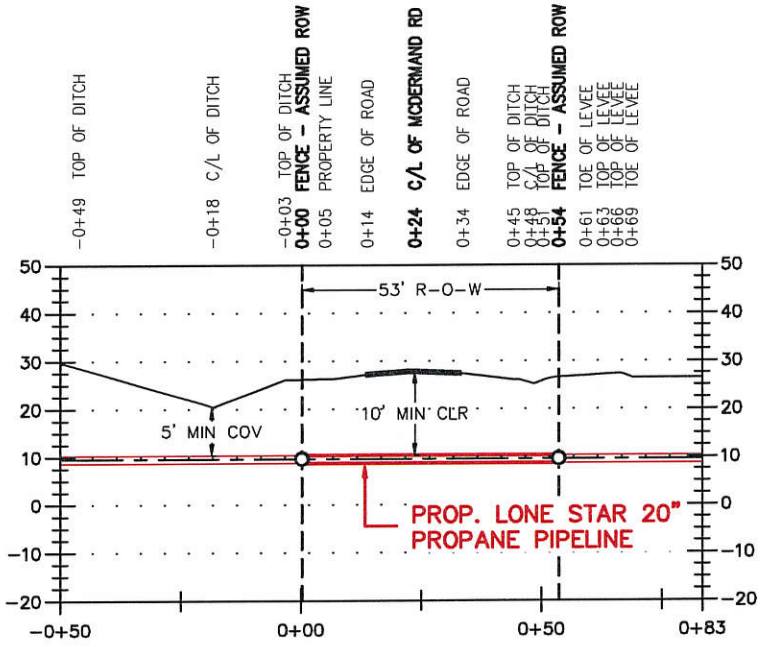
JEFFERSON COUNTY, TEXAS
T&NO RR CO SURVEY, A-262



NOTE:
FENCE USED AS ASSUMED ROW

TOTAL LENGTH OF R/W: ±53 FEET

PLAN
(SCALE: 1"=40')



PROFILE
(HORZ. SCALE: 1"=40')
(VERT. SCALE: 1"=40')

NO.	DATE	REVISION	BY
1	05/13/19	ISSUED FOR ACQUISITION	LG
0	03/01/19	ISSUED FOR ACQUISITION	JZ

LONE STAR NGL PIPELINE LP

PLAN & PROFILE
PROPOSED LONE STAR 20" PROPANE PIPELINE

CROSSING McDERMAND ROAD
JEFFERSON COUNTY, TEXAS

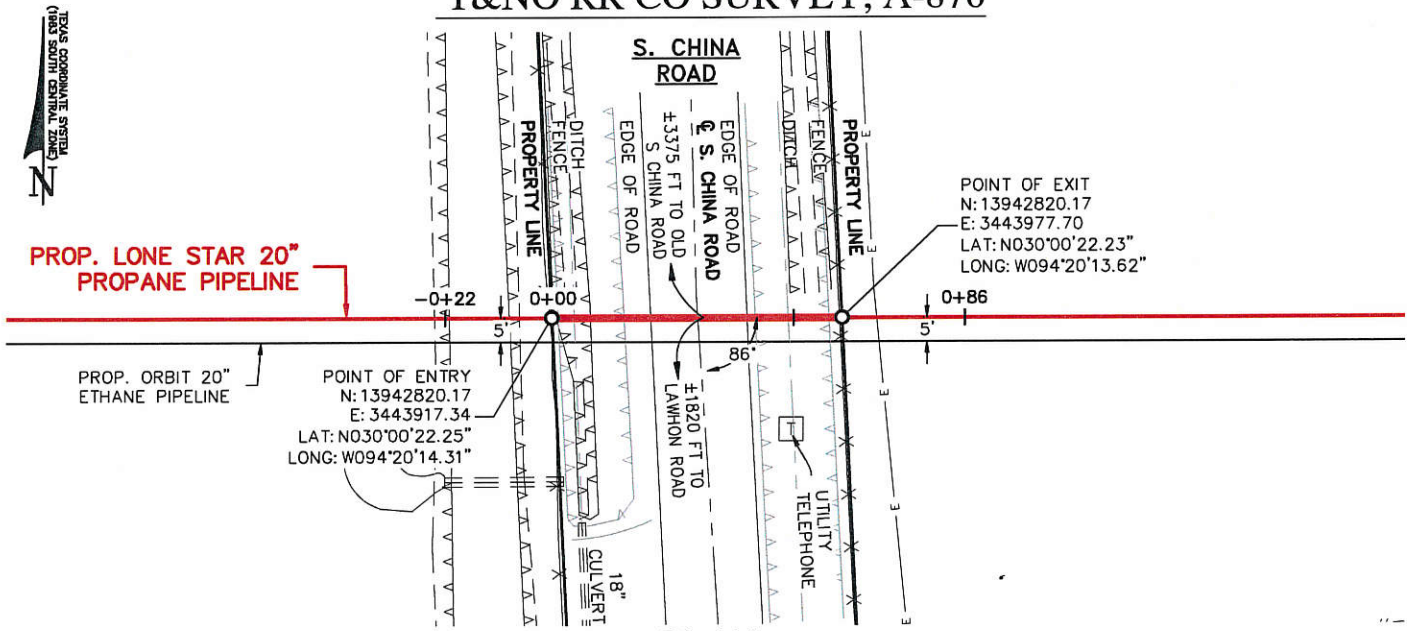
mph Morris P. Hebert, Inc.
surveying & engineering

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	JG	SHEET:	4 OF 12
CHECKED BY:	--	SCALE:	1"=40'
APPROVED BY:		DATE:	09/28/18
DRAWING NO.:	13085 - 41523		

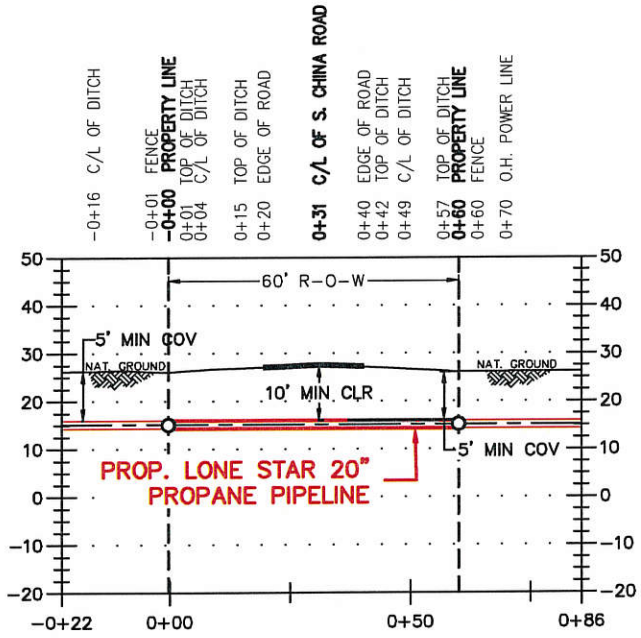
H:\Projects\13085-01 ETP Orbit Pipeline\4000 PERMITS\41500-41999 Jefferson County Permits\Jefferson County Permits\20in Lonestar Propane Pipeline\13085-41524 P&P S CHINA RD.dwg plotted on May 13, 2019 - 11:43am ACAD ver 21.0s (

JEFFERSON COUNTY, TEXAS
T&NO RR CO SURVEY, A-870



TOTAL LENGTH OF R/W: ±60 FEET

PLAN
(SCALE: 1"=40')



PROFILE
(HORZ. SCALE: 1"=40')
(VERT. SCALE: 1"=40')

NO.	DATE	REVISION	BY
1	05/13/19	ISSUED FOR ACQUISITION	LG
0	03/01/19	ISSUED FOR ACQUISITION	JZ

LONE STAR NGL PIPELINE LP

PLAN & PROFILE
PROPOSED LONE STAR 20" PROPANE PIPELINE

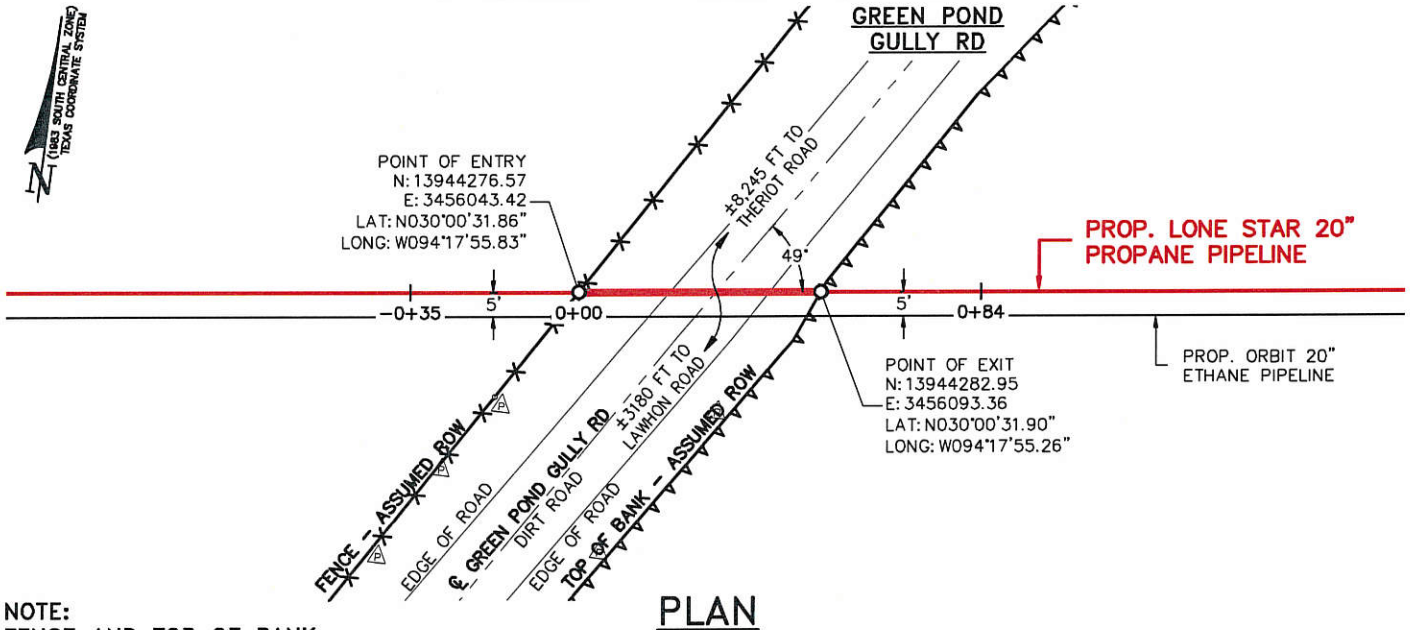
CROSSING S. CHINA ROAD
JEFFERSON COUNTY, TEXAS

mph Morris P. Hebert, Inc.
surveying & engineering
Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	JG	SHEET:	5 OF 12
CHECKED BY:	--	SCALE:	1"=40'
APPROVED BY:		DATE:	09/28/18
DRAWING NO.:	13085 - 41524		

H:\Projects\13085-01 ETP Orbit Pipeline\4000 PERMITS\41500-41999 Jefferson County Permits\Jefferson County Permits\20in Lonestar Propane Pipeline\13085-41525 P&P GREEN POND GULLY RD.dwg plotted on May 13, 2019 - 11:47am ACAD

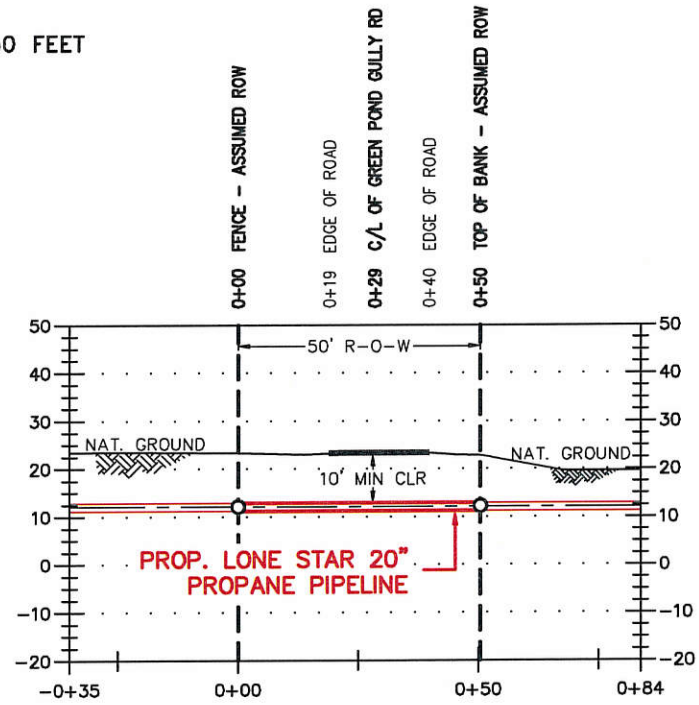
JEFFERSON COUNTY, TEXAS
HT&B RR CO SURVEY, A-658



PLAN
(SCALE: 1"=40')

NOTE:
FENCE AND TOP OF BANK
USED AS ASSUMED ROW

TOTAL LENGTH OF R/W: ±50 FEET



PROFILE
(HORZ. SCALE: 1"=40')
(VERT. SCALE: 1"=40')

NO.	DATE	REVISION	BY
1	05/13/19	ISSUED FOR ACQUISITION	LG
0	03/01/19	ISSUED FOR ACQUISITION	JZ

LONE STAR NGL PIPELINE LP

PLAN & PROFILE
PROPOSED LONE STAR 20" PROPANE PIPELINE

CROSSING GREEN POND GULLY ROAD
JEFFERSON COUNTY, TEXAS

mph Morris P. Hebert, Inc.
surveying & engineering

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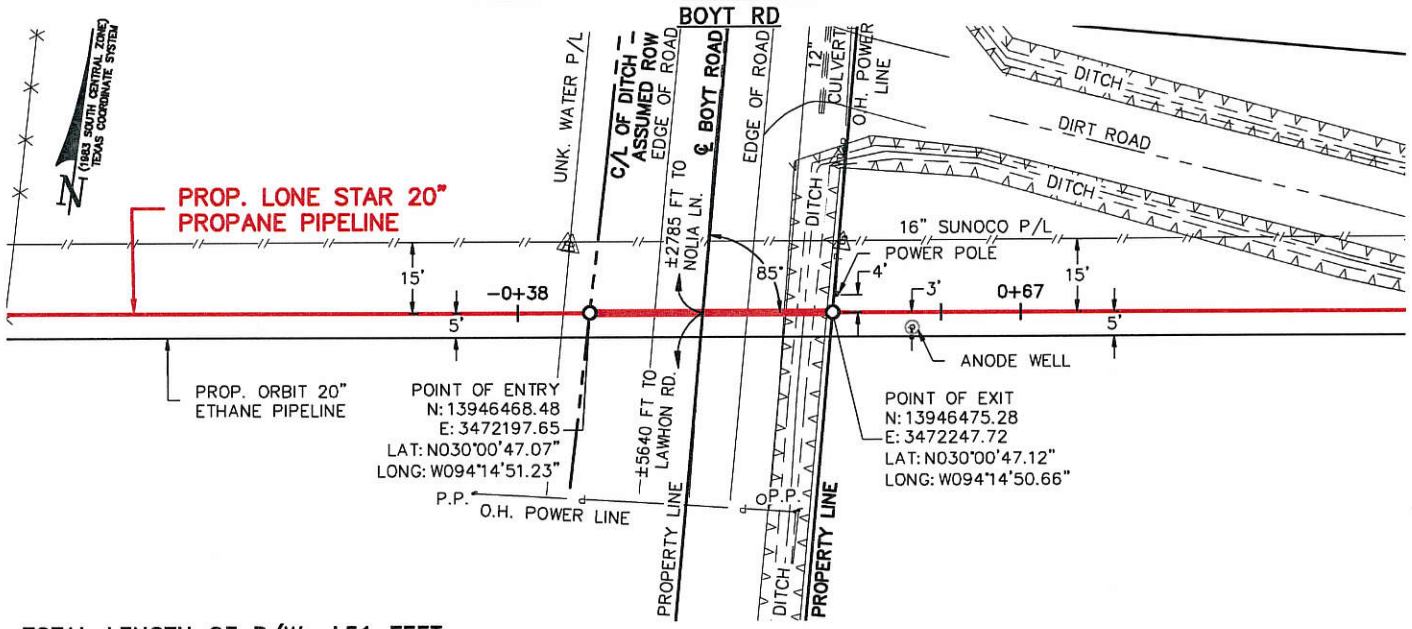
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	JG	SHEET:	6 OF 12
CHECKED BY:	--	SCALE:	1"=40'
APPROVED BY:		DATE:	09/28/18
DRAWING NO.:	13085 - 41525		

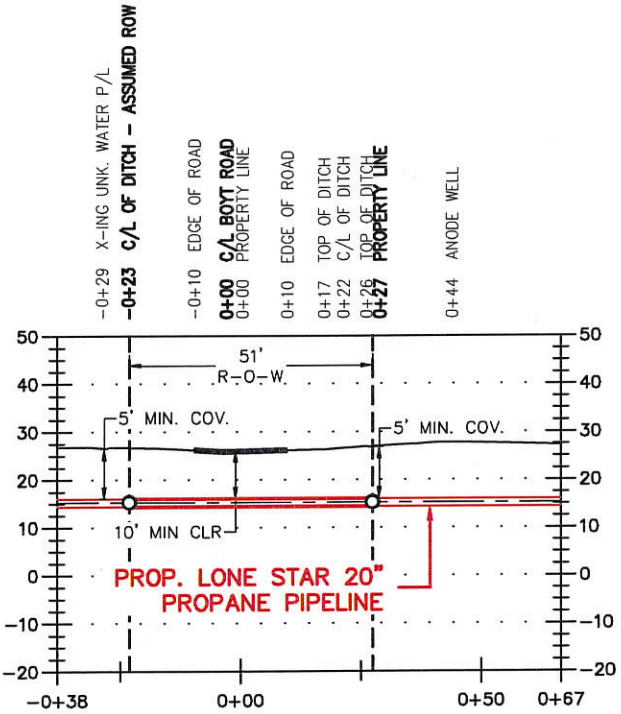
H:\Projects\13085-01 ETP Orbit Pipeline\4000 PERMITS\41500-41999 Jefferson County Permits\Jefferson County Permits\20in Lonestar Propane Pipeline\13085-41526 PLAN AND PROFILE BOYT RD.dwg plotted on May 13, 2019 - 2:24pm ACAD ve

JEFFERSON COUNTY, TEXAS
HT&B RR CO SURVEY, A-148



TOTAL LENGTH OF R/W: ±51 FEET

PLAN
(SCALE: 1"=40')



PROFILE
(HORZ. SCALE: 1"=40')
(VERT. SCALE: 1"=40')

NO.	DATE	REVISION	BY
1	05/13/19	ISSUED FOR ACQUISITION	LG
0	03/01/19	ISSUED FOR ACQUISITION	JZ

LONE STAR NGL PIPELINE LP

PLAN & PROFILE
PROPOSED LONE STAR 20" PROPANE PIPELINE

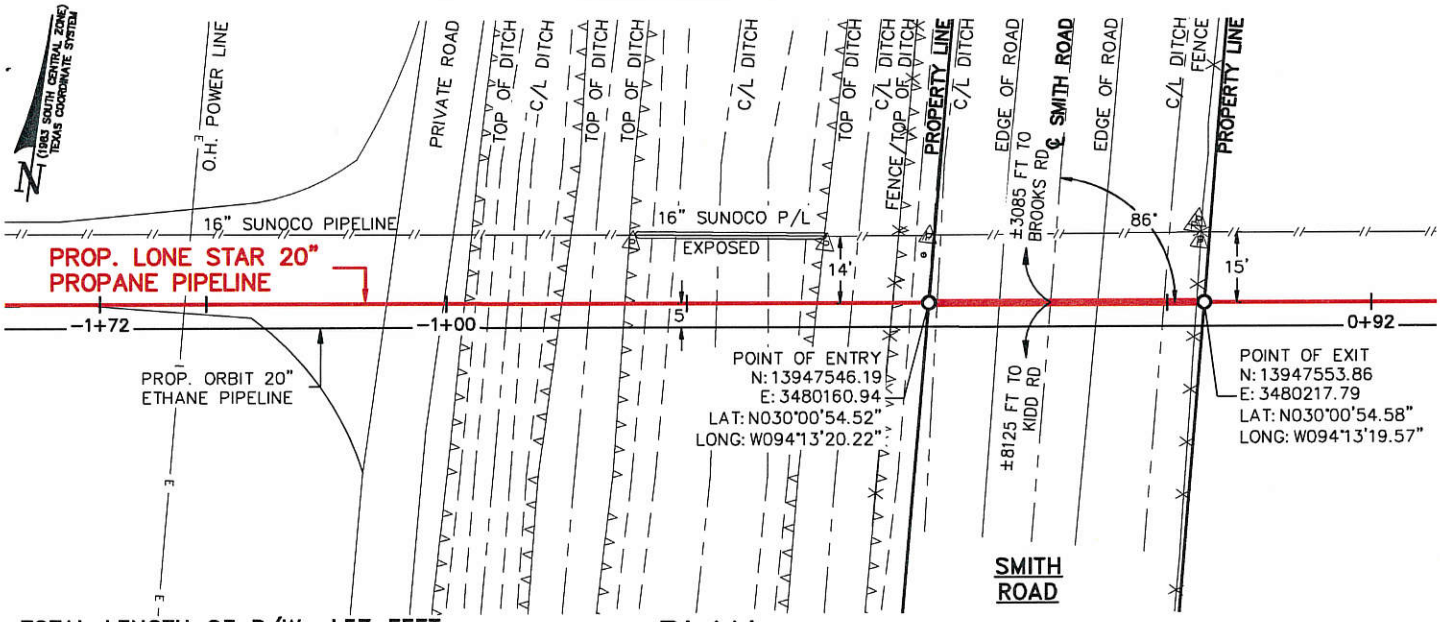
CROSSING BOYT ROAD
JEFFERSON COUNTY, TEXAS

mph Morris P. Hebert, Inc.
surveying & engineering

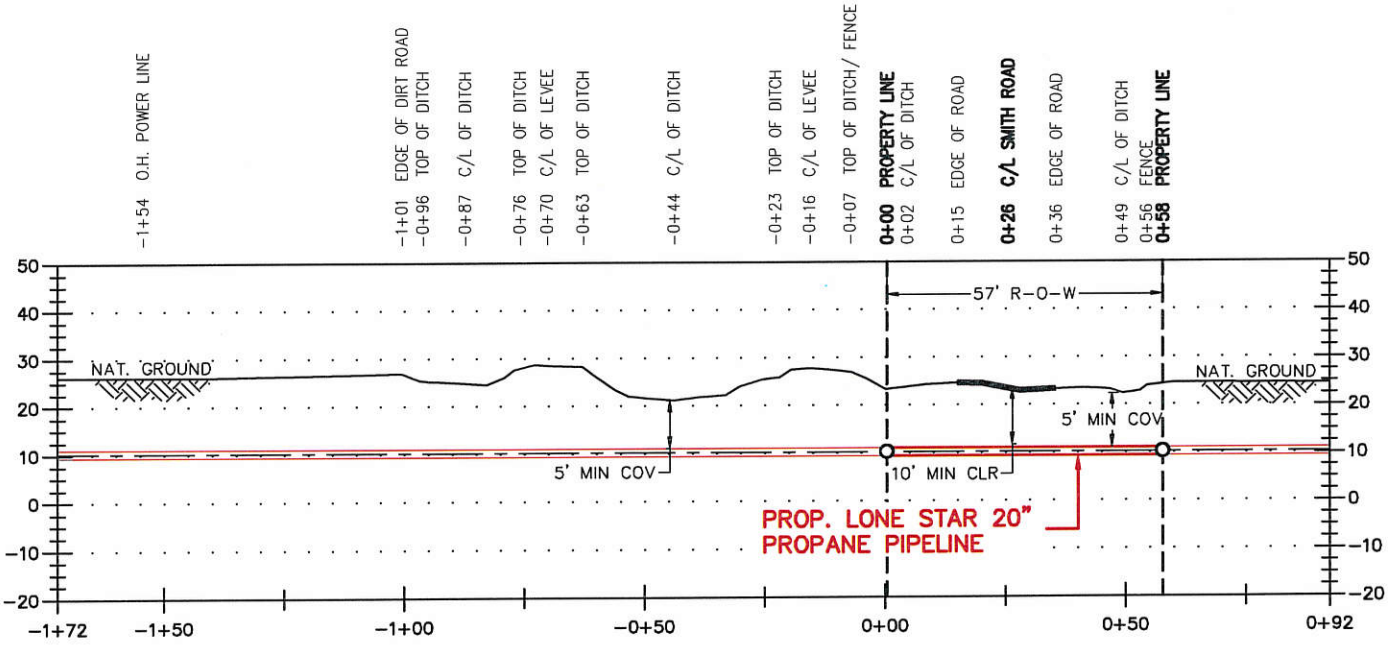
Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	JG	SHEET:	7 OF 12
CHECKED BY:	--	SCALE:	1"=40'
APPROVED BY:		DATE:	09/28/18
DRAWING NO.:	13085 - 41526		

JEFFERSON COUNTY, TEXAS
HT&B RR CO SURVEY, A-147



PLAN
(SCALE: 1"=40')



PROFILE
(HORZ. SCALE: 1"=40')
(VERT. SCALE: 1"=40')

NO.	DATE	REVISION	BY
1	05/13/19	ISSUED FOR ACQUISITION	LG
0	03/01/19	ISSUED FOR ACQUISITION	JZ

LONE STAR NGL PIPELINE LP

PLAN & PROFILE
PROPOSED LONE STAR 20" PROPANE PIPELINE

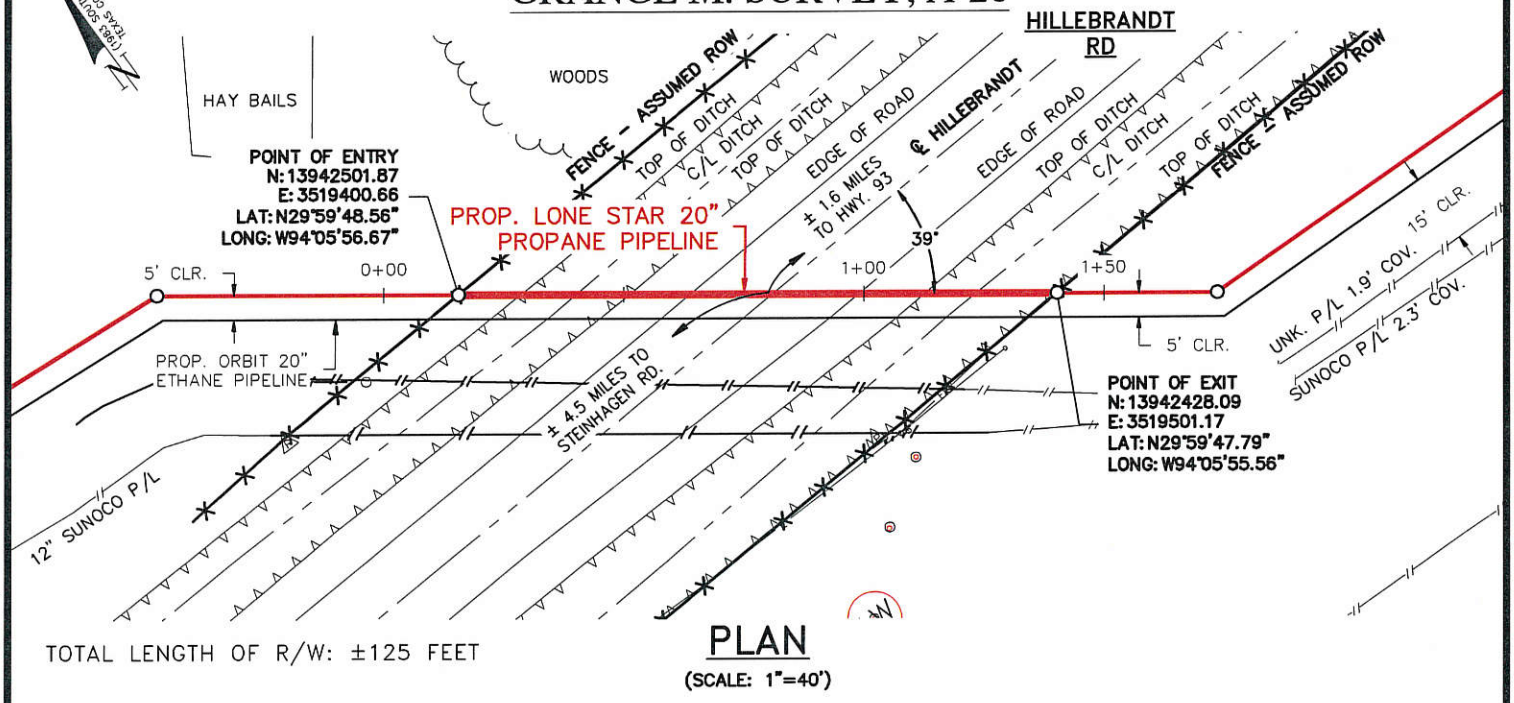
CROSSING SMITH ROAD
JEFFERSON COUNTY, TEXAS

mph Morris P. Hebert, Inc.
surveying & engineering
Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	JG	SHEET:	8 OF 12
CHECKED BY:	--	SCALE:	1"=40'
APPROVED BY:		DATE:	09/28/18
DRAWING NO.:	13085 – 41527		

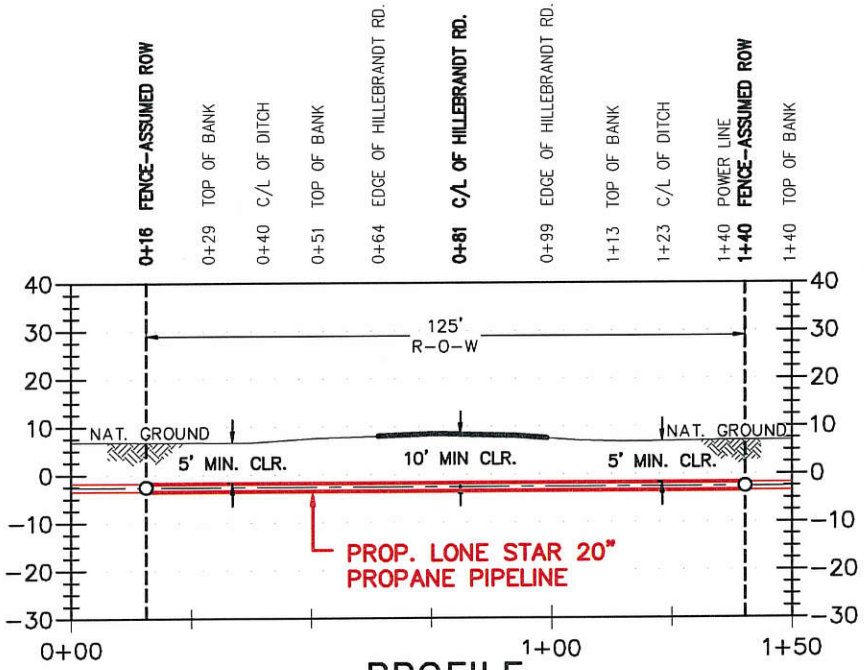
H:\Projects\13085-01 ETP Orbit Pipeline\4000 PERMITS\41500-41999 Jefferson County Permits\Jefferson County Permits\20in Lonestar Propane Pipeline\13085-41527 P&P SMITH RD.dwg plotted on May 13, 2019 - 2:37pm ACAD ver 21.0s (LMS

JEFFERSON COUNTY, TEXAS
GRANGE M. SURVEY, A-26



TOTAL LENGTH OF R/W: ±125 FEET

PLAN
(SCALE: 1"=40')



PROFILE
(HORZ. SCALE: 1"=40')
(VERT. SCALE: 1"=40')

NO.	DATE	REVISION	BY
1	05/13/19	ISSUED FOR ACQUISITION	LG
0	03/01/19	ISSUED FOR ACQUISITION	JZ

LONE STAR NGL PIPELINE LP

PLAN & PROFILE
PROPOSED LONE STAR 20" PROPANE PIPELINE

CROSSING HILLEBRANDT ROAD
JEFFERSON COUNTY, TEXAS

mph Morris P. Hebert, Inc.
surveying & engineering

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	HG	SHEET:	9 OF 12
CHECKED BY:	--	SCALE:	1"=60'
APPROVED BY:		DATE:	09/29/18
DRAWING NO.:	13085 – 41528		

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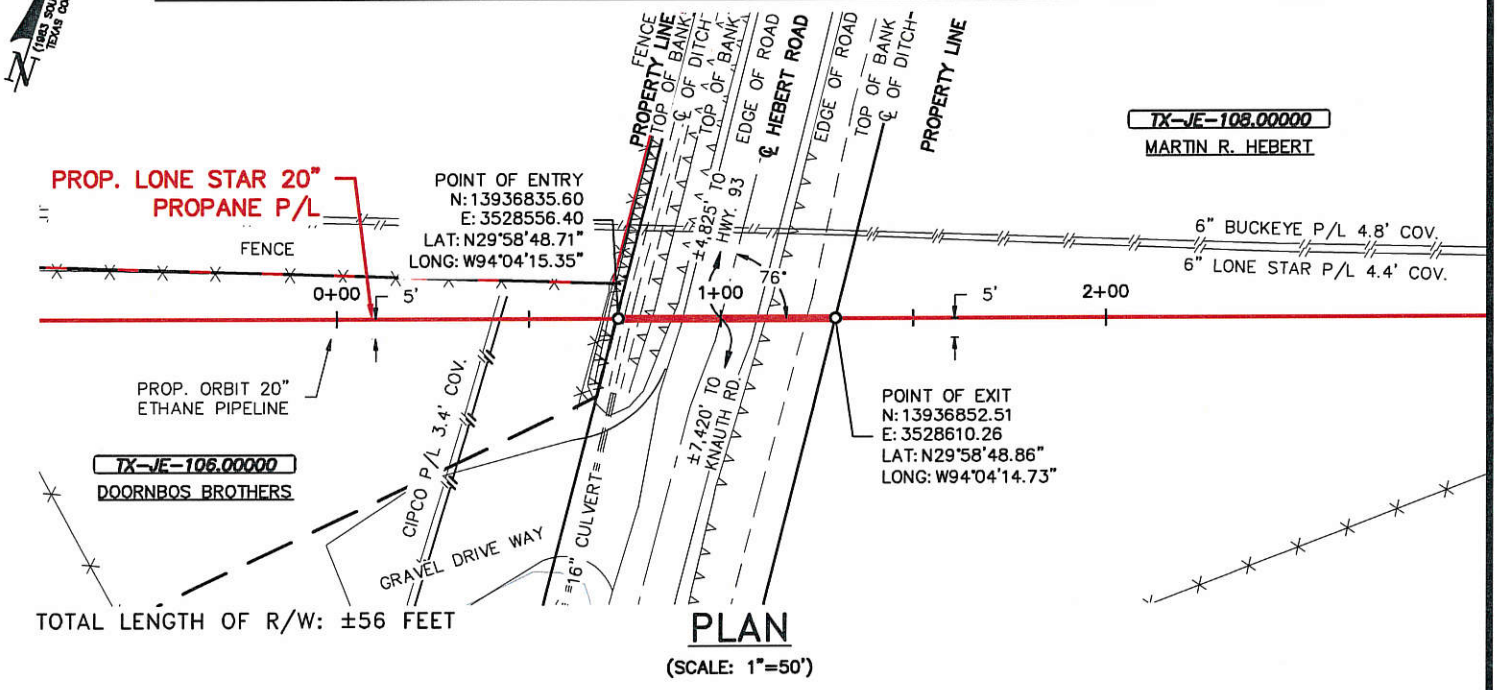
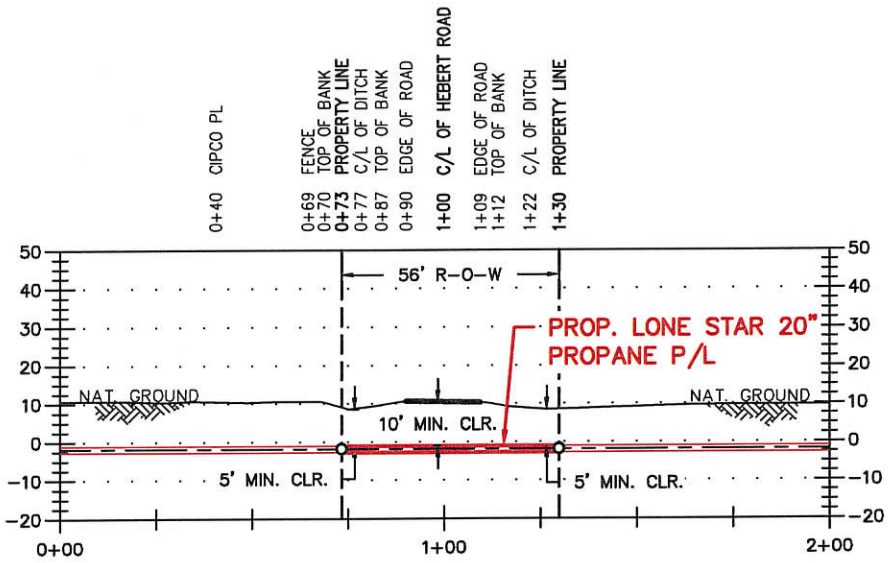
H:\Projects\13085-01 ETP Orbit Pipeline\4000 PERMITS\41500-41999 Jefferson County Permits\Jefferson County Permits\20in Lonestar Propane Pipeline\13085-41529 LONE STAR HEBERT RD. P&P.dwg plotted on May 13, 2019 - 2:45pm ACAD v

JEFFERSON COUNTY, TEXAS
CHENNETH W.D. SURVEY, A-104/ SIGLER, W.W. SURVEY, A-48



PLAN
(SCALE: 1"=50')



PROFILE
(HORZ. SCALE: 1"=50')
(VERT. SCALE: 1"=50')

NO.	DATE	REVISION	BY
1	05/13/19	ISSUED FOR ACQUISITION	LG
0	03/01/19	ISSUED FOR ACQUISITION	JZ

LONE STAR NGL PIPELINE LP

PLAN & PROFILE
PROPOSED LONE STAR 20" PROPANE PIPELINE

CROSSING HEBERT ROAD
JEFFERSON COUNTY, TEXAS

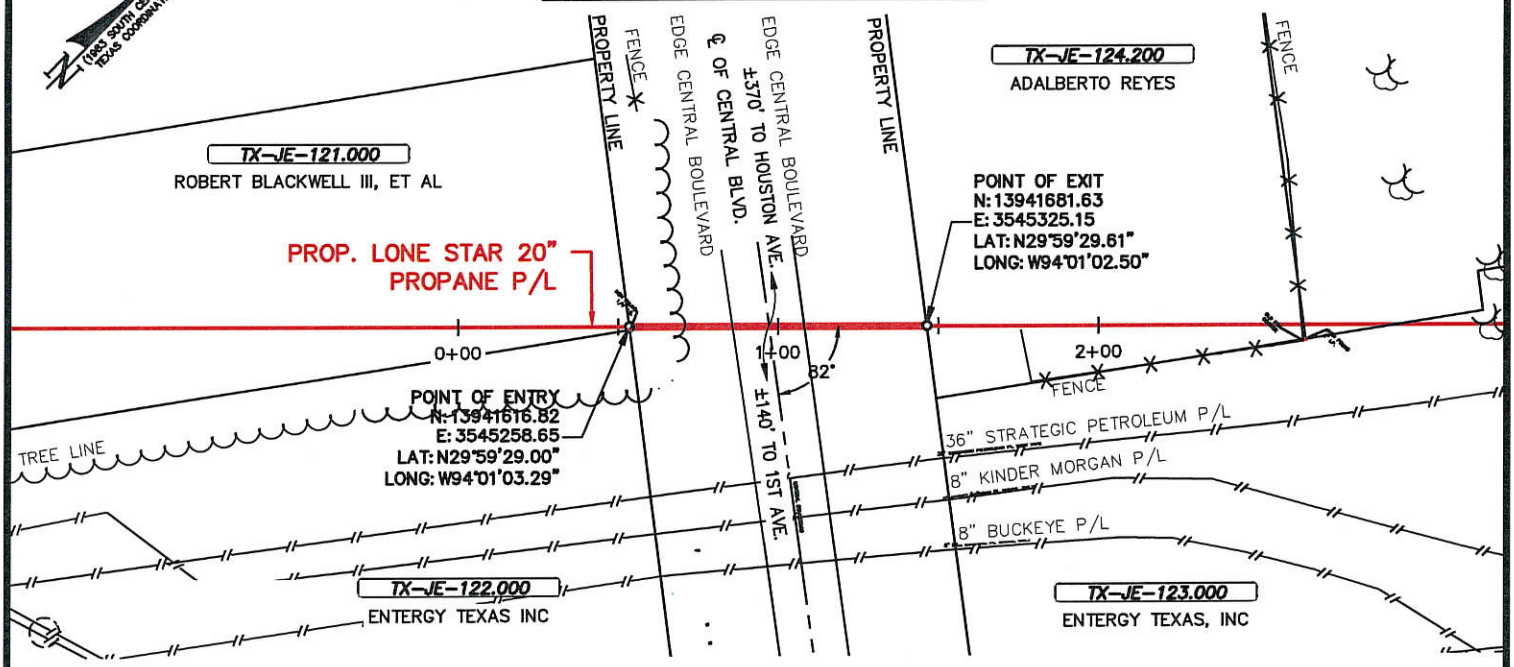
mph Morris P. Hebert, Inc.
surveying & engineering

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	HG	SHEET:	10 OF 12
CHECKED BY:	--	SCALE:	1"=50'
APPROVED BY:		DATE:	09/28/18
DRAWING NO.:	13085 – 41529		

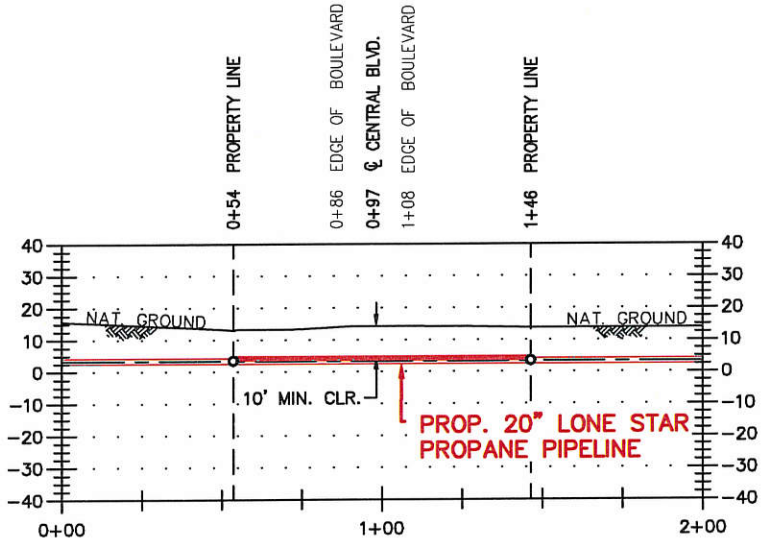
H:\Projects\13085-01 ETP Orbit Pipeline\4000 PERMITS\41500-41999 Jefferson County Permits\Jefferson County Permits\20in Lonestar Propane Pipeline\13085-41530 CENTRAL BLVD.dwg plotted on May 13, 2019 - 2:46pm ACAD ver 21.0s (LMS

JEFFERSON COUNTY, TEXAS
W. CARROLL SURVEY, A-13



TOTAL LENGTH OF R/W: ±93 FEET

PLAN
(SCALE: 1"=60')



PROFILE
(HORZ. SCALE: 1"=60')
(VERT. SCALE: 1"=60')

NO.	DATE	REVISION	BY
1	05/13/19	ISSUED FOR ACQUISITION	LG
0	03/01/19	ISSUED FOR ACQUISITION	JZ

LONE STAR NGL PIPELINE LP

PLAN & PROFILE
PROPOSED LONE STAR 20" PROPANE PIPELINE

CROSSING CENTRAL BLVD.
JEFFERSON COUNTY, TEXAS

mph Morris P. Hebert, Inc.
surveying & engineering

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	HG	SHEET:	11 OF 12
CHECKED BY:	--	SCALE:	1"=60'
APPROVED BY:		DATE:	09/28/18
DRAWING NO.:	13085 - 41530		

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PROPOSED LONE STAR 20-INCH PROPANE PIPELINE

1.0 GENERAL INFORMATION

1.1 APPLICANT/OWNER:
- LONE STAR NGL PIPELINE LP
- 1300 MAIN STREET, SUITE 1300
- HOUSTON, TX 77002

1.2 PIPELINE NAME: LONE STAR PROPANE PIPELINE

1.3 PRODUCT: LIQUID NGL/PROPANE

1.4 CONSTRUCTION ACTIVITIES ARE SCHEDULED TO BE PERFORMED 3RD QUARTER, 2019

2.0 PIPELINE DESIGN DATA

2.1 DESIGN CODES: THE PIPELINE MUST MEET CFR TITLE 49 CFR PART 195 – TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE, TEXAS ADMINISTRATIVE CODE (TAC) TITLE 16, CHAPTER 8, AND ASME B31.4–PIPELINE TRANSPORTATION SYSTEMS FOR LIQUID HYDROCARBONS AND OTHER LIQUIDS. THE PIPELINE MUST MEET OR EXCEED TXDOT INSTALLATION REQUIREMENTS.

2.2 OPERATING PRESSURE: – 1,750 PSIG

2.3 HYDROSTATIC TEST PRESSURE: – 2,188 PSIG

2.4 DESIGN FACTOR: – 0.5

3.0 CARRIER LINE PIPE

3.1 OUTSIDE DIAMETER: 20.000"

3.2 WALL THICKNESS: – 0.500"

3.3 PIPE SPECIFICATION: API 5L

3.4 SPECIFICATION MINIMUM YIELD STRENGTH: – 70,000

3.5 MATERIAL: –CARBON STEEL

3.6 PROCESS OF MANUFACTURE: – HF–ERW

3.7 EXTERIOR COATING: – 14–16 MILS FBE + 40 MILS ARO

–

4.0 CATHODIC PROTECTION

4.1 IMPRESSED CURRENT

5.0 CONSTRUCTION METHOD

5.1 PIPELINE WILL BE INSTALLED BY BORE OR HORIZONTAL DIRECTIONAL DRILL METHOD.

NO.	DATE	REVISION	BY
0	03/09/19	ISSUED FOR ACQUISITION	JZ

LONE STAR NGL PIPELINE LP

PIPELINE DATA SHEET
PROPOSED LONE STAR 20-INCH PROPANE PIPELINE
JEFFERSON COUNTY
ROAD CROSSINGS
JEFFERSON COUNTY, TEXAS

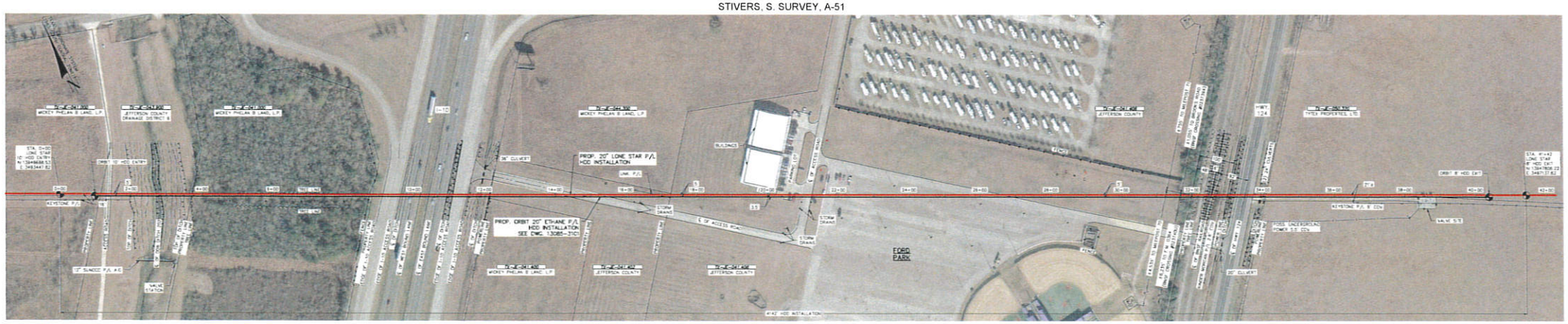
mph Morris P. Hebert, Inc. surveying & engineering

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	HG	SHEET:	12 OF 12
CHECKED BY:	--	SCALE:	AS INDICATED
APPROVED BY:		DATE:	12/11/18
DRAWING NO.:	13085 – 41531		

JEFFERSON COUNTY, TEXAS

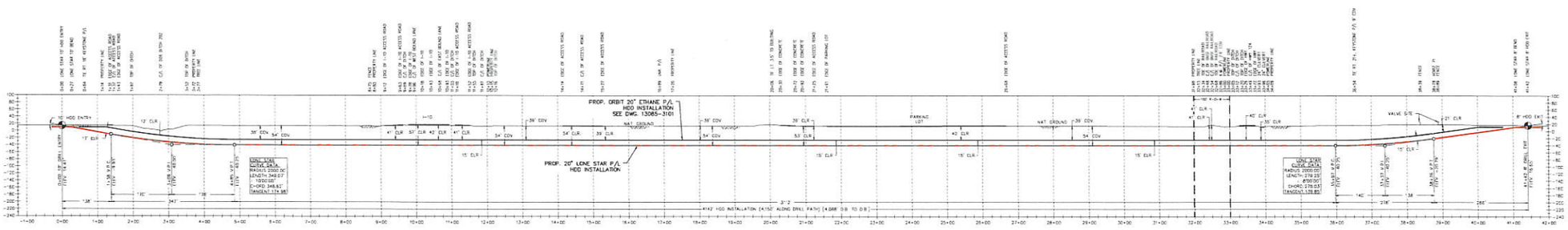
STIVERS, S. SURVEY, A-51



PLAN

HORIZONTAL GRAPHIC SCALE

VERTICAL GRAPHIC SCALE



HORIZONTAL DIRECTIONAL DRILL CROSSING STATION SHOWN

PROFILE

(LOOKING NORTH)

HORIZONTAL GRAPHIC SCALE

VERTICAL GRAPHIC SCALE

PROPOSED 20-INCH LONE STAR PIPELINE DESIGN DATA

1 GENERAL INFORMATION
1.1 APPLICANT/OWNER
- LONE STAR NGL PIPELINE LP
- 1300 MAIN STREET SUITE 1300
- HOUSTON TX 77002
1.2 PIPELINE NAME: LONE STAR PROPOSED PIPELINE
1.3 PROJECT LOCATION: NEW PIPELINE
1.4 CONSTRUCTION ACTIVITIES ARE SCHEDULED TO BE PERFORMED 2ND QUARTER, 2019
2 PIPELINE DESIGN DATA
2.1 DESIGN CODES: THE PIPELINE MUST MEET 2TH TITLE 49 CFR PART 195
- TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE, TEXAS ADMINISTRATIVE CODE (TAC) TITLE 16 CHAPTER 8, AND ANSI B31.4 PIPELINE TRANSPORTATION SYSTEMS FOR LIQUID HYDROCARBONS AND OTHER LIQUIDS
2.2 OPERATING PRESSURE: 1,750 PSIG
2.3 HYDROSTATIC TEST PRESSURE: 2,188 PSIG
2.4 DESIGN FACTOR: 0.8
3 CARRIER LINE PIPE
3.1 OUTSIDE DIAMETER: 20.000"
3.2 WALL THICKNESS: 0.500"
3.3 PIPE SPECIFICATION: API 5L
3.4 SPECIFICATION: MINIMUM YIELD STRENGTH: 70,000
3.5 MATERIAL: CARBON STEEL
3.6 PROCESS OF MANUFACTURE: HY-ERW
3.7 EXTERIOR COATING: 14-16 MILS FBE/4.5 MILS HPD
4 CATHODIC PROTECTION
4.1 IMPRESSED CURRENT
5 CONSTRUCTION METHOD
5.1 PIPELINE WILL BE INSTALLED BY HORIZONTAL DIRECTIONAL DRILL METHOD

PROGRESS PRINT

PRELIMINARY
DATE: 03/30/19

FILE/STA. NO.		
CONSTRUCTION YEAR		
	BY	DATE
DESIGN	JZ	11/18
DRAWN	JZ	11/18
ASBUILT	#	#
FILE NO.		
SCALE		

CADDS: PLOT DATE: 3/30/2019 1:07 PM Jesse Zavala
FILE NAME: 13085-3151 I-10 LONE STAR.dwg

LONE STAR NGL
An ENERGY TRANSFER Partnership

MORRIS P. HEBERT, INC.
HOUSTON TX

PROPOSED 20-INCH LONE STAR PIPELINE
I-10 TO HEBERT STATION
INTERSTATE 10 CROSSING
HDD INSTALLATION
JEFFERSON COUNTY, TEXAS

PROJECT NO. 13085.01
PREVIOUS DWG. NO.
SHEET 1 OF 1
DWG. NO. 13085 - 3151
SHEET 1 OF 1

PIPELINE PERMIT POLICY

Rev. 2011

GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, excluding public utilities or common carrier pipelines serving the public, but including pipeline common carriers laying a parallel line closer than fifteen feet (15') to any improved section of the right-of-way, desiring to place utility or pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a permit from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The permitee shall comply with all rules, regulations, principles, and specifications herein contained an only other subsequently adopted by the Jefferson County Commissioners' Court prior to issuance of the permit.

Application

The permitee must complete, in quintruplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency

situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permitee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

The permitee is allowed three months from the granting of the permit to start construction. Once started, the permitee is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, the Jefferson County Commissioners' Court may grant extensions.

Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period. A new permit fee will be charged for each extension. Permit is issued for a period of twenty-five (25) years at which time the permit must be renewed.

Work Order

Permitee may not start construction until a Work Order from the Jefferson County Engineering Department has been issued. If this requirement is violated, permit will become null and void.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by commissioners' Court shall be subject to

the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a pipeline installed by the permi5ee ever be found to interfere with the construction, maintenance or repair of any public road or future public road, the permitee shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such a manner that the same no longer interferes with such construction, maintenance or repair.

No pipeline shall ever be installed in such a way or manner that it interferes with the use of a public road for vehicular or pedestrian traffic, nor such that it interferes with any drainage now or hereafter affected on or along any such road.

No pipeline shall ever be installed in such a way or manner as to constitute a danger or hazard, or to become a nuisance to any person.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or

assigns, without the necessity of Grantee executing a conveyance or release of same.

Responsibility for Repairs

The permitee, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the permitee.

In any case in which the pubic welfare demands immediate action to remedy conditions arising out of the actions or inactions of the permitee and in which it is judged that the permitee cannot provide such immediate action, and in any case in which the permitee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules, regulations, principles, or specifications contained herein, it shall be the right of Jefferson County to perform all work necessary to remedy such conditions or provide compliance with such directions.

INDEMNIFICATION OF COUNTY

The permitee shall indemnify and hold harmless Jefferson County against any and all liabilities that it may have, or appear to have, to any person whomsoever, by reason of any act or thing, that the permitee, its agents, servants, employees, and contractors may do or cause to be done.

The permitee agrees that Jefferson County will not be liable for any damages to the pipelines incurred during the maintenance or construction on the road rights-of-way.

SPECIFICATIONS

General

The permitee shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the permitee is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the permitee cease all work until such compliance can be obtained by issuance of a "Stop Work Order." Permitee agrees to immediately cease all work not necessary to abatement of hazardous conditions.

The work necessary to abate a hazardous condition shall be at the sole discretion of the County Engineer. Failure of permitee to correct any defect noted in said "Stop Work Order" within the time specified in said order shall be cause for termination of permit held by permitee for such work.

Line Crossing, Method of Placement (See Standard Detail)

Any pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway ad shall be placed in an iron, steel or other approved casing of approximately the same diameter as the pipeline. Such casing shall extend for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of three (3) feet must e provided under road ditches.

Uncased, protected lines must have a minimum cover of five (5) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.

b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.

Base The base shall be replaced with crushed limestone base material from 2" below the existing bass to 1" below the existing op of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base e less than 6".

c. Surface

1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, bet in no case less than 6" of well-compacted material will be accepted.

2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.

3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must e replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty

feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court.

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permitee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Inspection Notice

The permitee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinue for more than 5 working days.

Line Markers

All lines crossing pubic roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The permitee shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The permitee shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The permitee will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be $5,000.00 per crossing and $50,000.00 per mile of parallel construction or fraction thereof.

Permit Fee

The permit fee shall be $100.00 per road crossing and $150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Permitee shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams.

Permitee shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

PROJECT: Lone Star NGL Pipeline LP
TRACT NUMBER: TX-JE-041.402
COUNTY: Jefferson County, Texas

PERMANENT EASEMENT AGREEMENT

This Agreement, dated 06-24-2019, 2019, is between **Jefferson County, Texas** (hereinafter referred to as "Grantor", whether one or more), and **Lone Star NGL Pipeline LP** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee a thirty foot (30') wide free and unobstructed permanent easement in order to construct, operate and maintain pipelines and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor being more particularly described and depicted in **Exhibits A and B** ("the Permanent Easement Property") attached hereto and made a part hereof. Grantor hereby grants, sells and conveys unto Grantee a Temporary Construction Easement described in the attached **Exhibit B** in order to construct one pipeline not to exceed **TWENTY** inches (20") in nominal diameter and any appurtenant facilities in, over, through, across, under, and along lands as shown in the attached Exhibit A.

It is further agreed as follows:

1. The right to use this Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, pipelines, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof natural gas and the products thereof, together with below-ground appurtenances (except for pipelines markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Permanent Easement Property) as may be necessary or desirable for the operation of the pipelines, over, across, under and upon the Permanent Easement Property. Grantee shall have the right of ingress and egress over and across the Permanent and Temporary Construction Easement Property (and the Temporary Construction Easement Property while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Temporary Construction Easement Property. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the pipelines and appurtenant facilities related to this pipelines project. Grantee shall also have the right to have a right of entry and access in, to, through, on, over, under, and across the Permanent Easement Property owned by Grantor for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Easement.

3. Grantee agrees that, during the construction of the Pipeline, Grantee will bury its pipeline to provide a minimum cover of forty-eight inches (48".)

4. Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.

5. The consideration paid by Grantee in this agreement includes the market value of the easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's remaining property. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Permanent Easement Property and Temporary Construction Easement Property. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipelines.

6. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Permanent Easement Property and will construct and maintain soil conservation devices on the Permanent Easement Property as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the pipelines and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the construction of the pipelines. Grantee shall have the right to install, maintain and use gates in all fences which now cross or shall cross the easement. Grantor shall allow Grantee to install its own lock if Grantee so chooses.

7. Grantor may use the Permanent Easement Property for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor's uses may include but shall not be limited to using the Permanent Easement Property for agricultural, open space, set-back, density, street and roadway purposes. Grantor is permitted, after review by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipelines, across the Permanent Easement Property which do not damage, destroy or alter the operation of the pipelines and its appurtenant facilities. Grantor may also construct and/or install water, sewer, gas, electric, cable TV, telephone or other utility lines across the Permanent Easement Property at any angle of not less than forty five (45) degrees to Grantee's pipelines, provided that all of Grantee's required and applicable spacings, including

depth separation limits and other protective requirements are met by Grantor. The use of the Permanent Easement Property by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement Property. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

8. Grantor may not use any part of the Permanent Easement Property if such use may damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Permanent Easement Property without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which this Easement is being acquired may be placed, erected, installed or permitted upon the Permanent Easement Property without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easement is conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Permanent Easement Property, may be removed by Grantee without liability to Grantor for damages.

9. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the pipelines and to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement Property which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipelines and appurtenant facilities.

10. Grantor shall retain all the oil, gas, and other minerals in, on and under the Permanent Easement Property; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Permanent Easement Property, but it will be permitted to extract the oil and other minerals from and under the Permanent Easement Property by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee.

11. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's property cannot stray from the fenced pastures.

12. Grantee agrees that after it has exercised its rights to use this Easement in any manner that disturbs the surface of the Permanent Easement Property, it will restore the surface to the condition in which it was in prior to the use of this Easement except as the surface may be permanently modified by the use of this Easement. Any surface area of the Temporary Construction Easement Property that is damaged or disturbed during the construction shall be restored by the Grantee in a reasonably similar manner to its condition immediately preceding Grantee's use of this Temporary Construction Easement to the extent that the surface is not permanently modified by the use of this easement.

13. GRANTEE hereby releases, indemnifies and holds GRANTOR harmless of and from any and all damages and expenses for loss or injury to persons or property that may be caused by GRANTEE, its employees, representatives, agents or contractors and subcontractors while performing its activities on or about GRANTOR'S premises. GRANTEE, LONE STAR NGL PIPELINE LP, INDEMNIFIES AND HOLDS GRANTOR, JEFFERSON COUNTY, TEXAS, HARMLESS OF AND FROM ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION FOR INJURY, DAMAGES AND/OR DEATH ARISING FROM GRANTEE'S ACTIVITIES,USE OF OR PRESENCE ON THE EASEMENT OR OTHER ADJACENT PROPERTY OF GRANTOR. THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITEE FOR THE INDEMNITEE'S CONCURRENT NEGLIGENCE.

14. Grantee shall have the right to assign this permanent easement, in whole or in part, to one or more assignees. The permanent easement shall be in perpetuity, and provisions of this Easement, including all benefits and burdens, shall run with the land. The undersigned warrant that they are the owner(s) of the property herein described and have authority to execute this agreement on behalf of the parties to this agreement. Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15. This easement shall be interpreted in accordance with the laws of Texas and all applicable federal laws.

16. This easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns. Facsimile signatures shall be deemed as an original signature by the enforcing party.

17. This Permanent Easement Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Permanent Easement Agreement.

EXECUTED this 24th day of June, 2019.

GRANTOR:
Jefferson County, Texas

By: _____

Name: Jeff R. Branick

Title: County Judge

ACKNOWLEDGMENT

State of Texas)
)
County of Jefferson)

BEFORE ME, the undersigned Notary Public, on this 24th day of June, 2019, by Jeff R. Branick, the County Judge of County of Jefferson, Texas.

Loma C George
Notary Public in and for the State of Texas

LOMA C GEORGE
Notary Public, State of Texas
Comm. Expires 02-07-2023
Notary ID# 419409-9

My Commission Expires: 02-07-2023

Please Return To:
Lone Star NGL Pipeline LP
PO Box 122
Crosby, Texas 77532

TX-JE-041.402-LONE STAR
STATE OF TEXAS
COUNTY OF JEFFERSON

EXHIBIT "A"

SURVEY LINE DESCRIPTION OF A PROPOSED 30-FOOT WIDE PIPELINE EASEMENT ACROSS THE JEFFERSON COUNTY PROPERTY

The survey line description of proposed 30-foot wide pipeline easement, situated in the Samuel Stivers League, Abstract No. 51, Jefferson County, Texas, being upon, over, through and across the Jefferson County, called 12.316 acre tract of land described by an instrument recorded under File No. 2000004839 of the Official Public Records of Jefferson County, Texas (O.P.R.J.C.T.), the side lines of said pipeline easement shall be located 15-foot each side of, parallel and adjacent to said survey line and shall be extended or shortened to intersect at angle points and grantor's boundary lines, said survey line being more particularly described as follows:

Bearings shown hereon are referenced to the Texas State Plane Coordinate System, South Central Zone 4204, NAD83. Distances hereon are grid and may be converted to surface by dividing by a combined scale factor of 0.999923423.

COMMENCING at a 1/2-inch iron rod with cap marking the east corner of the residue of the Mickey Phelan B Land L.P., et al, called 278.47 acre tract described by instrument recorded under File No. 105130764 of the O.P.R.J.C.T., and the northwest interior corner of said 12.316 acre tract;

THENCE North 49°05'15" West, a distance of 300.42 feet to the **POINT OF BEGINNING** of the herein described survey line, on the southeast right-of-way line of Interstate Highway 10 and the northwest line of said 12.316 acre tract;

THENCE South 62°58'20" East, a distance of 511.31 feet to the **POINT OF TERMINUS** of the herein described survey line on the southeast line of said 12.316 acre tract and northwest line of the Jefferson County called 171.163 acre tract of land described by instrument under Document No. 2000004838 of the O.P.R.J.C.T. from which a 1/2-inch iron rod with cap found marking the northwest corner of said 171.163 acre tract bears North 39°01'45" East, a distance of 239.83 feet. The total length of the herein described survey line is 511.31 feet or 30.99 rods, said pipeline easement containing a total area of 0.343 acre (14,977 square feet) of land and the temporary workspaces containing a total area of 0.560 acre (24,397 square feet) of land.

Said survey line, proposed 30-foot wide pipeline easements and temporary workspaces are illustrated on Exhibit "B1" and "B2" dated 11/15/18 Drawing Number 13085-01-TX-JE-041.402-LONE STAR.DWG, Rev0.

MORRIS P. HEBERT, INC.
10101 SOUTHWEST FREEWAY, SUITE 620
HOUSTON, TEXAS 77074
(713) 219-1470
FIRM NO. 10142100



P. G. Nolan 12-4-18

Philip G. Nolan
Registered Professional Land Surveyor
Texas Registration No. 6061

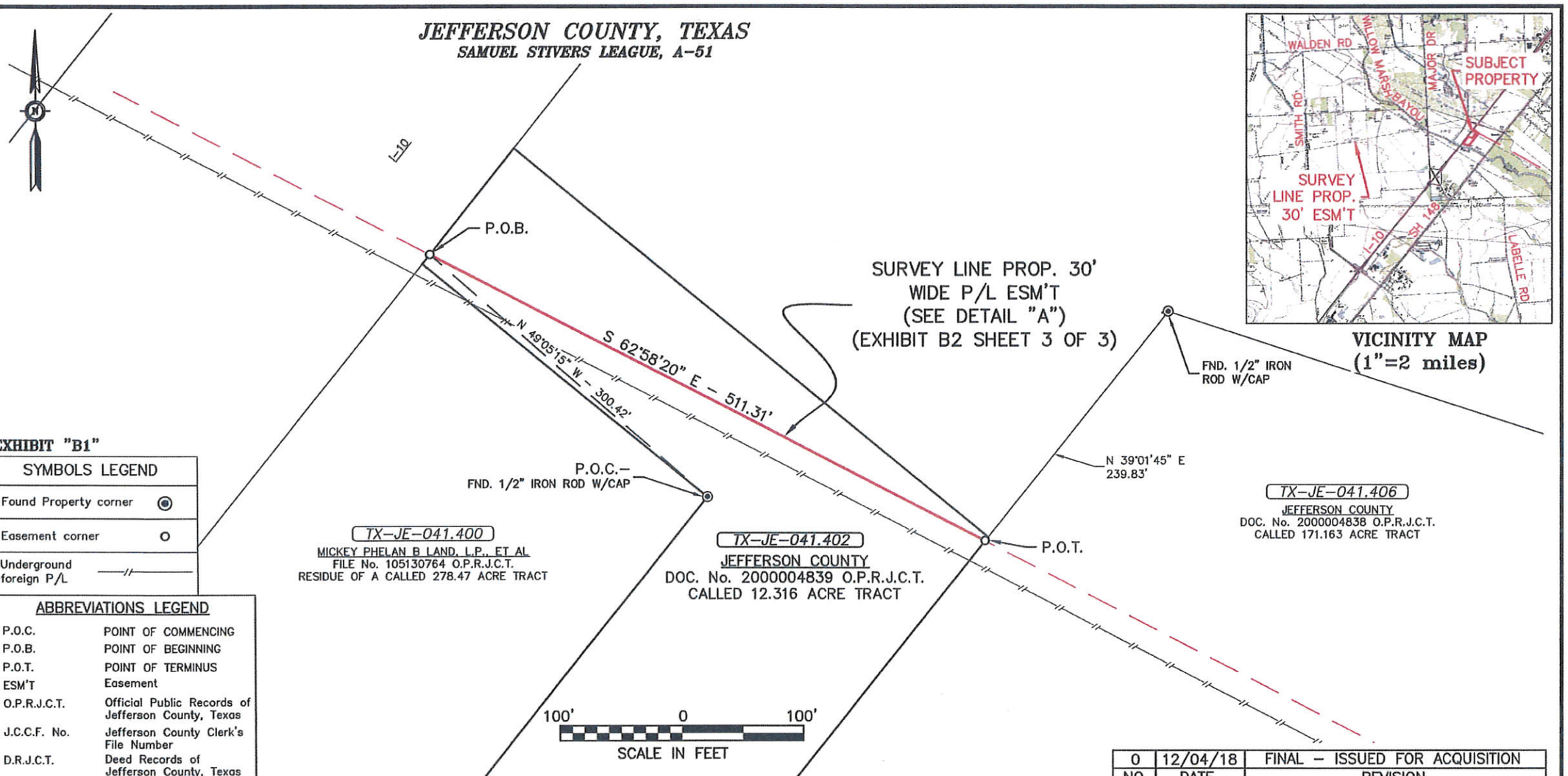


EXHIBIT "B1"

SYMBOLS LEGEND	
Found Property corner	◉
Easement corner	o
Underground foreign P/L	——// ——

ABBREVIATIONS LEGEND	
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS
ESM'T	Easement
O.P.R.J.C.T.	Official Public Records of Jefferson County, Texas
J.C.C.F. No.	Jefferson County Clerk's File Number
D.R.J.C.T.	Deed Records of Jefferson County, Texas

NO.	DATE	REVISION
0	12/04/18	FINAL – ISSUED FOR ACQUISITION

Morris P. Hebert, Inc.
SURVEYING • ENGINEERING • ENVIRONMENTAL SERVICES • FIELD SERVICES • GIS
FIRM No. 10142100

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
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-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

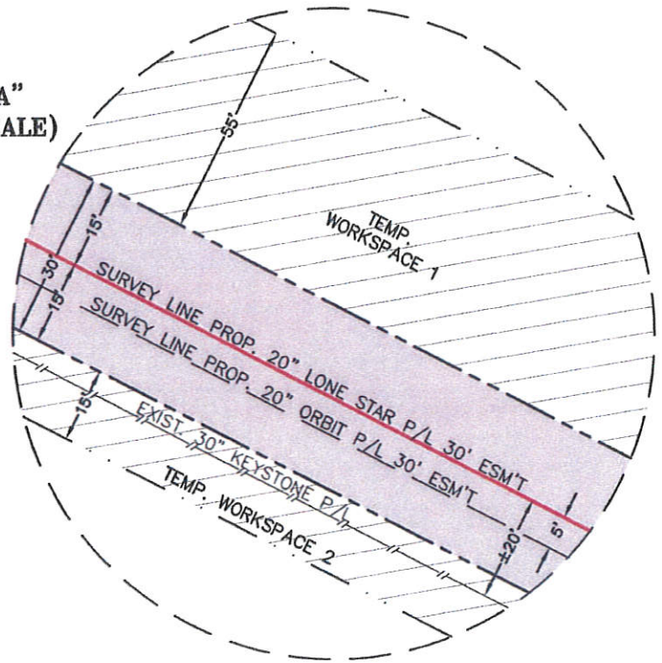
Lone Star NGL Pipeline LP

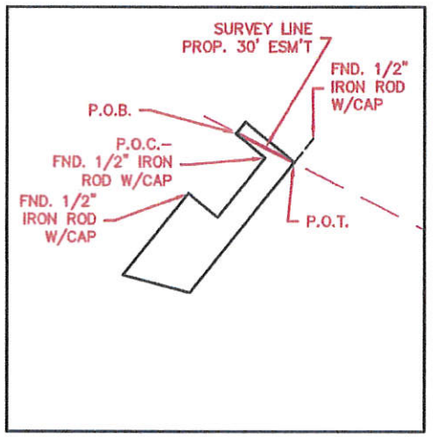
EXHIBIT OF A PROPOSED PIPELINE EASEMENT
ACROSS JEFFERSON COUNTY PROPERTY
JEFFERSON COUNTY, TEXAS

DRAWN BY: NM	SHEET: 2 OF 3
CHECKED BY: AK	SCALE : AS SHOWN
APPROVED BY: PGN	DATE: 11/15/18
CAD FILE: 13085-01-TX-JE-041.402-ORBIT.DWG	

H:\Projects\13085-01 ETP Orbit Pipeline\5000 PLATS\SEGMENT 3\TX-JE-041.402\13085-01-TX-JE-041.402-LONE STAR.dwg PLOT DATE: 12/4/18 12:38:09pm

DETAIL "A"
(NOT TO SCALE)





PROPERTY DETAIL

PROPOSED 30' WIDE P/L EASEMENT

TEMPORARY WORKSPACES 1 & 2

SURVEY LINE	
LENGTH	511.31 L.F./30.99 RODS
RIGHT OF WAY LAND USE	
30' WIDE PIPELINE ESM'T	14,962 SQ. FT./0.343 ACRES
TEMP. WORKSPACE 1	17,684 SQ. FT./0.406 ACRES
TEMP. WORKSPACE 2	6,713 SQ. FT./0.154 ACRES
TOTAL T.W.S.	24,397 SQ. FT./0.560 ACRES

EXHIBIT "B2" (SEE EXHIBIT "B1" FOR PLAN VIEW)

GENERAL NOTES:

1. Bearings shown hereon are referenced to Texas State Plane Coordinate System, South Central Zone 4204, NAD83. Distances hereon are grid and may be converted to surface by dividing by a combined scale factor of 0.999923423.

2. This exhibit was prepared without the benefit of a commitment for title insurance; therefore, easements of record may exist and are not shown hereon. The ownership information of the subject and adjoining tracts, shown hereon, provided by Contract Land Staff, LLC. No additional research has been performed by Morris P. Hebert, Inc.

3. An on-the-ground effort has been made to locate and indicate all cables, pipelines, utilities, etc. crossed by the proposed project; however, due to the inherent limitations of electronic magnetic locating equipment, Morris P. Hebert, Inc. is not responsible for any not located during the course of the survey. It is not within the scope of this exhibit to locate all buried utility lines on this property, not all improvements shown hereon.

4. A separate metes and bounds description titled Exhibit "A" accompanies this plat.

STATE OF TEXAS
REGISTERED
PHILIP G NOLAN
6061
PROFESSIONAL
LAND SURVEYOR

Phillip G. Nolan 12-4-18

Phillip G. Nolan
Registered Professional Land Surveyor
Texas Registration No. 6061

NO.	DATE	REVISION
0	12/04/18	FINAL – ISSUED FOR ACQUISITION

Morris P. Hebert, Inc.
SURVEYING • ENGINEERING • ENVIRONMENTAL SERVICES • FIELD SERVICES • GIS
FIRM No. 10142100

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Lone Star NGL Pipeline LP

EXHIBIT OF A PROPOSED 30-FOOT WIDE PIPELINE EASEMENT
ACROSS JEFFERSON COUNTY PROPERTY
JEFFERSON COUNTY, TEXAS

DRAWN BY: NM	SHEET: 3 OF 3
CHECKED BY: --	SCALE : AS SHOWN
APPROVED BY: PGN	DATE: 11/15/18
CAD FILE: 13085-01-TX-JE-041.402-LONE STAR.DWG	

H:\Projects\13085-01 ETP Orbit Pipeline\3000 PLATS\SEGMENT 3\TX-JE-041.402\13085-01-TX-JE-041.402-LONE STAR.dwg PLOT DATE: 12/4/18 12:36:32pm

THE STATE OF TEXAS

LANDOWNER'S BILL OF RIGHTS

PREPARED BY THE

OFFICE OF THE
ATTORNEY GENERAL OF TEXAS

STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt by the government or a private entity to take your property. The contents of this Bill of Rights are prescribed by the Texas Legislature in Texas Government Code Sec. 402.031 and Chapter 21 of the Texas Property Code.

1. You are entitled to receive adequate compensation if your property is taken for a public use.
2. Your property can only be taken for a public use.
3. Your property can only be taken by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to take your property must notify you that it wants to take your property.
5. The entity proposing to take your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. The entity proposing to take your property must make a bona fide offer to buy the property before it files a lawsuit to condemn the property – which means the condemning entity must make a good faith offer that conforms with Chapter 21 of the Texas Property Code.
7. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
8. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
9. Before your property is condemned, you are entitled to a hearing before a court appointed panel that includes three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for the taking of your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
10. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the taking of your property was proper, you have the right to a trial by a judge or jury. If you are dissatisfied with the trial court's judgment, you may appeal that decision.

CONDEMNATION PROCEDURE

Eminent domain is the legal authority that certain entities are granted that allows those entities to take private property for a public use. Private property can include land and certain improvements that are on that property.

Private property may only be taken by a governmental entity or private entity that is authorized by law to do so. Your property may be taken only for a public purpose. That means it can only be taken for a purpose or use that serves the general public. Texas law prohibits condemnation authorities from taking your property to enhance tax revenues or foster economic development.

Your property cannot be taken without adequate compensation. Adequate compensation includes the market value of the property being taken. It may also include certain damages if your remaining property's market value is diminished by the acquisition itself or by the way the condemning entity will use the property.

HOW THE TAKING PROCESS BEGINS

The taking of private property by eminent domain must follow certain procedures. First, the entity that wants to condemn your property must provide you a copy of this Landowner's Bill of Rights before - or at the same time - the entity first represents to you that it possesses eminent domain authority.

Second, if it has not been previously provided, the condemning entity must send this Landowner's Bill of Rights to the last known address of the person who is listed as the property owner on the most recent tax roll. This requirement stipulates that the Landowner's Bill of Rights must be provided to the property owner at least seven days before the entity makes a final offer to acquire the property.

Third, the condemning entity must make a bona fide offer to purchase the property. The requirements for a bona fide offer are contained in Chapter 21 of the Texas Property Code. At the time a purchase offer is made, the condemning entity must disclose any appraisal reports it produced or acquired that relate specifically to the property and were prepared in the ten years preceding the date of the purchase offer. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

CONDEMNATION PROCEEDINGS

If you and the condemning entity do not agree on the value of your property, the entity may begin condemnation proceedings. Condemnation is the legal process that eligible entities utilize to take private property. It begins with a condemning entity filing a claim for your property in court. If you live in a county where part of the property being condemned is located, the claim must be filed in that county. Otherwise, the condemnation claim can be filed in any county where at least part of the property being condemned is located. The claim must describe the property being condemned, state with specificity the public use, state the name of the landowner, state that the landowner and the condemning entity were unable to agree on the value of the property, state that the condemning entity provided the landowner with the Landowner's Bill of Rights, and state that the condemning entity made a bona fide offer to acquire the property from the property owner voluntarily.

SPECIAL COMMISSIONERS' HEARING

After the condemning entity files a condemnation claim in court, the judge will appoint three local landowners to serve as special commissioners. The judge will give you a reasonable period to strike one of the special commissioners. If a commissioner is struck, the judge will appoint a replacement. These special commissioners must live in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law. The special commissioners are not legally authorized to decide whether the condemnation is necessary or if the public use is proper. Their role is limited to assessing adequate compensation for you. After being appointed, the special commissioners must schedule a hearing at the earliest practical time and place. The special commissioners are also required to give you written notice of the condemnation hearing.

You are required to provide the condemning entity any appraisal reports that were used to determine your claim about adequate compensation for the condemned property. Under a new law enacted in 2011, landowners' appraisal reports must be provided to the condemning entity either ten days after the landowner receives the report or three business days before the special commissioners' hearing - whichever is earlier. You may hire an appraiser or real estate professional to help you determine the value of your private property. Additionally, you can hire an attorney to represent you during condemnation proceedings.

At the condemnation hearing, the special commissioners will consider your evidence on the value of your condemned property, the damages to remaining property, any value added to the remaining property as a result of the condemnation, and the condemning entity's proposed use of your condemned property.

SPECIAL COMMISSIONERS' AWARD

After hearing evidence from all interested parties, the special commissioners will determine the amount of money that you should be awarded to adequately compensate you for your property. The special commissioners' decision is significant to you not only because it determines the amount that qualifies as adequate compensation, but also because it impacts who pays for the cost of the condemnation proceedings. Under the Texas Property Code, if the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. However, if the special commissioners' award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs associated with the proceedings.

The special commissioners are required to provide the court that appointed them a written decision. That decision is called the "Award." The Award must be filed with the court and the court must send written notice of the Award to all parties. After the Award is filed, the condemning entity may take possession of the property being condemned, even if either party appeals the Award of the special commissioners. To take possession of the property, the condemning entity must either pay the amount of the Award or deposit the amount of the Award into the court's registry. You have the right to withdraw funds that are deposited into the registry of the court.

OBJECTION TO THE SPECIAL COMMISSIONERS' AWARD

If either the landowner or the condemning entity is dissatisfied with the amount of the Award, either party can formally object to the Award. In order to successfully make this valuation objection, it must be filed in writing with the court. If neither party timely objects to the special commissioners' Award, the court will adopt the Award as the final judgment of the court.

If a party timely objects to the special commissioners' Award, the court will hear the case in the same manner that other civil cases are heard. Landowners who object to the Award and ask the court to hear the matter have the right to a trial and can elect whether to have the case decided by a judge or jury. The allocation of any trial costs is decided in the same manner that costs are allocated with the special commissioners' Award. After trial, either party may appeal any judgment entered by the court.

DISMISSAL OF THE CONDEMNATION ACTION

A condemning entity may file a motion to dismiss the condemnation proceeding if it decides it no longer needs your condemned property. If the court grants the motion to dismiss, the case is over and you are entitled to recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses incurred to the date of the hearing on the motion to dismiss.

If you wish to challenge the condemning entity's authority to take your property, you can lodge that challenge by filing a motion to dismiss the condemnation proceeding. Such a motion to dismiss would allege that the condemning entity did not have the right to condemn your property. For example, a landowner could challenge the condemning entity's claim that it seeks to take the property for a public use. If the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses incurred to the date of the hearing or judgment.

RELOCATION COSTS

If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving personal property from the residence or relocating the business to a new site. However, during condemnation proceedings, reimbursement for relocation costs may not be available if those costs are separately recoverable under another law. Texas law limits the total amount of available relocation costs to the market value of the property being moved. Further, the law provides that moving costs are limited to the amount that a move would cost if it were within 50 miles.

RECLAMATION OPTIONS

If private property was condemned by a governmental entity, and the public use for which the property was acquired is canceled before that property is used for that public purpose, no actual progress is made toward the public use within ten years or the property becomes unnecessary for public use within ten years, landowners may have the right to repurchase the property for the price paid to the owner by the entity at the time the entity acquired the property through eminent domain.

DISCLAIMER

The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

ADDITIONAL RESOURCES

Further information regarding the procedures, timelines and requirements outlined in this document can be found in Chapter 21 of the Texas Property Code.

Lone Star NGL Pipeline LLC
Tract: TX-JE-041.402
County: JEFFERSON
Check: 8672

RECEIPT AND RELEASE

THE UNDERSIGNED, for and in consideration of the sum THIRTY-SEVEN THOUSAND ONE HUNDRED EIGHTY-EIGHT 00/100 dollars ($37,188.00), paid to the undersigned by Lone Star NGL Pipeline LLC the receipt of which is hereby acknowledged, does hereby remise, release and discharge Lone Star NGL Pipeline LLC, their respective successors and assigns, from any and all actions and causes of actions, debts, claims and demands whatsoever which the undersigned, its successors or assigns, now have or may hereafter have against said. Lone Star NGL Pipeline LLC, its successors and assigns for or on account of any inconvenience caused the undersigned or on account of any injury or damage which have been or which may be done to any property, real or person, on, in or about the lands of the undersigned know as JEFFERSON County, Texas by reason of or on account of the pipeline construction activities of Lone Star NGL Pipeline LLC.

The terms, covenants, and provisions of this Receipt And Release shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the executing parties.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand this 24th day of June, 2019.

Recipient — Date: 06-24-2019

74-6000291
FIN or SSN

Agent — Date: 6-26-19

PROJECT: Lone Star NGL Pipeline LP
TRACT NUMBER: TX-JE-041.406
COUNTY: Jefferson County, Texas

PERMANENT EASEMENT AGREEMENT

This Agreement, dated 06-24-2019, 2019, is between **Jefferson County, Texas** (hereinafter referred to as "Grantor", whether one or more), and **Lone Star NGL Pipeline LP** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee a thirty foot (30') wide free and unobstructed permanent easement in order to construct, operate and maintain pipelines and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor being more particularly described and depicted in **Exhibits A and B** ("the Permanent Easement Property") attached hereto and made a part hereof. Grantor hereby grants, sells and conveys unto Grantee a Temporary Construction Easement described in the attached **Exhibit B** in order to construct one pipeline not to exceed **TWENTY** inches (20") in nominal diameter and any appurtenant facilities in, over, through, across, under, and along lands as shown in the attached Exhibit A.

It is further agreed as follows:

1. The right to use this Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, pipelines, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof natural gas and the products thereof, together with below-ground appurtenances (except for pipelines markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Permanent Easement Property) as may be necessary or desirable for the operation of the pipelines, over, across, under and upon the Permanent Easement Property. Grantee shall have the right of ingress and egress over and across the Permanent and Temporary Construction Easement Property (and the Temporary Construction Easement Property while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Temporary Construction Easement Property. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the pipelines and appurtenant facilities related to this pipelines project. Grantee shall also have the right to have a right of entry and access in, to, through, on, over, under, and across the Permanent Easement Property owned by Grantor for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Easement.

3. Grantee agrees that, during the construction of the Pipeline, Grantee will bury its pipeline to provide a minimum cover of forty-eight inches (48".)

4. Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.

5. The consideration paid by Grantee in this agreement includes the market value of the easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's remaining property. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Permanent Easement Property and Temporary Construction Easement Property. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipelines.

6. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Permanent Easement Property and will construct and maintain soil conservation devices on the Permanent Easement Property as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the pipelines and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the construction of the pipelines. Grantee shall have the right to install, maintain and use gates in all fences which now cross or shall cross the easement. Grantor shall allow Grantee to install its own lock if Grantee so chooses.

7. Grantor may use the Permanent Easement Property for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor's uses may include but shall not be limited to using the Permanent Easement Property for agricultural, open space, set-back, density, street and roadway purposes. Grantor is permitted, after review by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipelines, across the Permanent Easement Property which do not damage, destroy or alter the operation of the pipelines and its appurtenant facilities. Grantor may also construct and/or install water, sewer, gas, electric, cable TV, telephone or other utility lines across the Permanent Easement Property at any angle of not less than forty five (45) degrees to Grantee's pipelines, provided that all of Grantee's required and applicable spacings, including

depth separation limits and other protective requirements are met by Grantor. The use of the Permanent Easement Property by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement Property. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

8. Grantor may not use any part of the Permanent Easement Property if such use may damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Permanent Easement Property without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which this Easement is being acquired may be placed, erected, installed or permitted upon the Permanent Easement Property without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easement is conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Permanent Easement Property, may be removed by Grantee without liability to Grantor for damages.

9. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the pipelines and to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement Property which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipelines and appurtenant facilities.

10. Grantor shall retain all the oil, gas, and other minerals in, on and under the Permanent Easement Property; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Permanent Easement Property, but it will be permitted to extract the oil and other minerals from and under the Permanent Easement Property by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee.

11. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's property cannot stray from the fenced pastures.

12. Grantee agrees that after it has exercised its rights to use this Easement in any manner that disturbs the surface of the Permanent Easement Property, it will restore the surface to the condition in which it was in prior to the use of this Easement except as the surface may be permanently modified by the use of this Easement. Any surface area of the Temporary Construction Easement Property that is damaged or disturbed during the construction shall be restored by the Grantee in a reasonably similar manner to its condition immediately preceding Grantee's use of this Temporary Construction Easement to the extent that the surface is not permanently modified by the use of this easement.

13. GRANTEE hereby releases, indemnifies and holds GRANTOR harmless of and from any and all damages and expenses for loss or injury to persons or property that may be caused by GRANTEE, its employees, representatives, agents or contractors and subcontractors while performing its activities on or about GRANTOR'S premises. GRANTEE, LONE STAR NGL PIPELINE LP, INDEMNIFIES AND HOLDS GRANTOR, JEFFERSON COUNTY, TEXAS, HARMLESS OF AND FROM ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION FOR INJURY, DAMAGES AND/OR DEATH ARISING FROM GRANTEE'S ACTIVITIES,USE OF OR PRESENCE ON THE EASEMENT OR OTHER ADJACENT PROPERTY OF GRANTOR. THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITEE FOR THE INDEMNITEE'S CONCURRENT NEGLIGENCE.

14. Grantee shall have the right to assign this permanent easement, in whole or in part, to one or more assignees. The permanent easement shall be in perpetuity, and provisions of this Easement, including all benefits and burdens, shall run with the land. The undersigned warrant that they are the owner(s) of the property herein described and have authority to execute this agreement on behalf of the parties to this agreement. Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15. This easement shall be interpreted in accordance with the laws of Texas and all applicable federal laws.

16. This easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns. Facsimile signatures shall be deemed as an original signature by the enforcing party.

PROJECT: Lone Star NGL Pipeline LP
TRACT NUMBER: TX-JE-041.406
COUNTY: Jefferson County, Texas

17. This Permanent Easement Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Permanent Easement Agreement.

EXECUTED this 24th day of June, 2019.

GRANTOR:
Jefferson County, Texas

By: _____

Name: Jeff R. Branick

Title: County Judge

ACKNOWLEDGMENT

State of Texas)
)
County of Jefferson)

BEFORE ME, the undersigned Notary Public, on this 24th day of June, 2019, by Jeff R. Branick, the County Judge of County of Jefferson, Texas.

Loma C George
Notary Public in and for the State of Texas

LOMA C GEORGE
Notary Public, State of Texas
Comm. Expires 02-07-2023
Notary ID# 419409-9

My Commission Expires: 02-07-2023

Please Return To:
Lone Star NGL Pipeline LP
PO Box 122
Crosby, Texas 77532

TX-JE-041.406-LONE STAR
STATE OF TEXAS
COUNTY OF JEFFERSON

EXHIBIT "A"

SURVEY LINE DESCRIPTION OF A PROPOSED 30-FOOT WIDE PIPELINE EASEMENT ACROSS THE JEFFERSON COUNTY PROPERTY

The survey line description of proposed 30-foot wide pipeline easement, situated in the Samuel Stivers League, Abstract No. 51, Jefferson County, Texas, being upon, over, through and across the Jefferson County, called 171.163 acre tract of land described by an instrument recorded under Document No. 2000004838 of the Official Public Records of Jefferson County, Texas (O.P.R.J.C.T.), the side lines of said pipeline easement shall be located 15-foot each side of, parallel and adjacent to said survey line and shall be extended or shortened to intersect at angle points and grantor's boundary lines, said survey line being more particularly described as follows:

Bearings shown hereon are referenced to the Texas State Plane Coordinate System, South Central Zone 4204, NAD83. Distances hereon are grid and may be converted to surface by dividing by a combined scale factor of 0.999923423.

COMMENCING at a 1/2-inch iron rod with cap found marking a north corner of said 171.163 acre tract;

THENCE South 39°01'45" West, along a northwest line of said 171.163 acre tract, a distance of 239.83 feet to the **POINT OF BEGINNING** of the herein described survey line, on the southeast line the Jefferson County, called 12.316 acre tract of land described by an instrument recorded under Document No. 2000004839 of the O.P.R.J.C.T.;

THENCE South 62°58'20" East, a distance of 1,472.12 feet to the **POINT OF TERMINUS** of the herein described survey line on the southeast line of said 171.163 acre tract and northwest line of the BNSF Railroad, from which a 1/2-inch iron rod found, marking the most southerly east corner of said 171.163 acre tract bears North 39°01'45" East, a distance of 572.27 feet. The total length of the herein described survey line is 1,472.12 feet or 89.22 rods, said pipeline easement containing a total area of 1.014 acres (44,164 square feet) of land and the temporary workspaces containing a total area of 2.366 acres (103,048 square feet) of land.

Said survey line, proposed 30-foot wide pipeline easements and temporary workspaces are illustrated on Exhibit "B1" and "B2" dated 11/15/18 Drawing Number 13085-01-TX-JE-041.406-LONE STAR.DWG., "Rev 0".

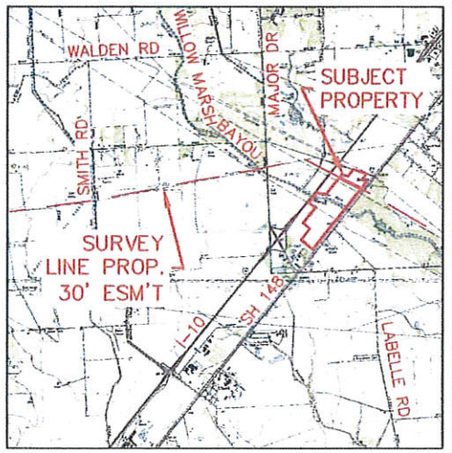
MORRIS P. HEBERT, INC.
10101 SOUTHWEST FREEWAY, SUITE 620
HOUSTON, TEXAS 77074
(713) 219-1470
FIRM NO. 10142100



Philip G Nolan 12-6-18

Philip G. Nolan
Registered Professional Land Surveyor
Texas Registration No. 6061

JEFFERSON COUNTY, TEXAS
SAMUEL STIVERS LEAGUE, A-51



VICINITY MAP
(1"=2 miles)

P.O.C.–
FND. 1/2" IRON ROD W/CAP

S 39°01'45" W
239.83'

P.O.B.

TX-JE-041.406
JEFFERSON COUNTY
DOC. No. 2000004838 O.P.R.J.C.T.
CALLED 171.163 ACRE TRACT

TX-JE-041.402
JEFFERSON COUNTY
DOC. No. 2000004839
O.P.R.J.C.T.
CALLED 12.316
ACRE TRACT

SURVEY LINE PROP. 30'
WIDE P/L ESM'T
(SEE DETAIL "A")
(EXHIBIT B2 SHEET 3 OF 3)

S 62°58'20" E – 1,472.12'

FND. 1/2" IRON
ROD

N 39°01'45" E – 572.27'

BNSF RR

P.O.T.

200' 0 200'
SCALE IN FEET

EXHIBIT "B1"

SYMBOLS LEGEND	
Found Property corner	◉
Easement corner	O
Underground foreign P/L	—//

ABBREVIATIONS LEGEND

P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS
ESM'T	Easement
O.P.R.J.C.T.	Official Public Records of Jefferson County, Texas
J.C.C.F. No.	Jefferson County Clerk's File Number
D.R.J.C.T.	Deed Records of Jefferson County, Texas

NO.	DATE	REVISION
0	12/06/18	FINAL – ISSUED FOR ACQUISITION

Morris P. Hebert, Inc.
SURVEYING • ENGINEERING • ENVIRONMENTAL SERVICES • FIELD SERVICES
FIRM No. 10142100

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

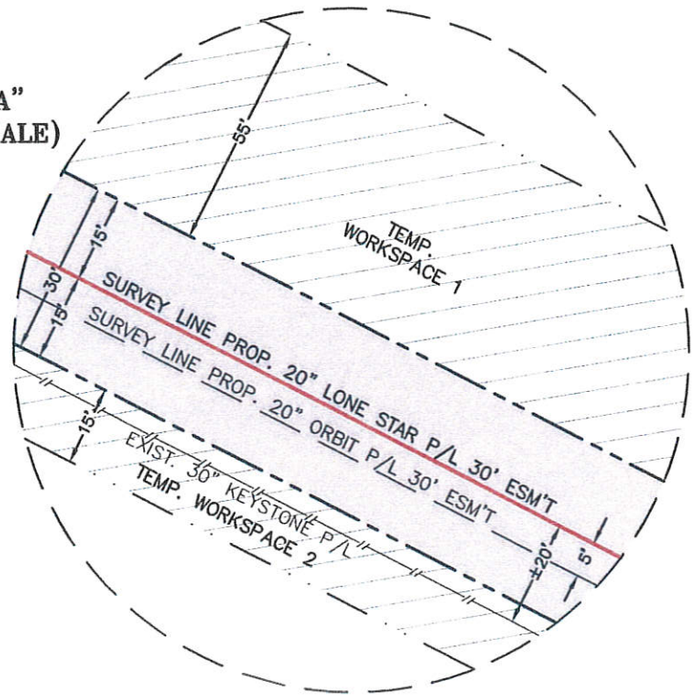
Lone Star NGL Pipeline LP

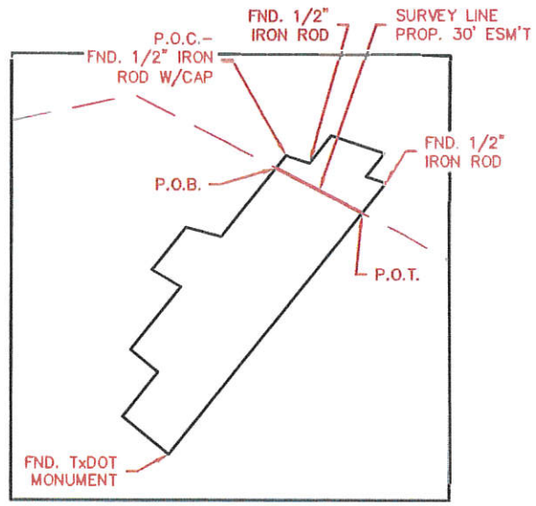
EXHIBIT OF A PROPOSED PIPELINE EASEMENT
ACROSS JEFFERSON COUNTY PROPERTY
JEFFERSON COUNTY, TEXAS

DRAWN BY: NM	SHEET: 2 OF 3
CHECKED BY: PGN	SCALE : AS SHOWN
APPROVED BY: PGN	DATE: 11/15/18
CAD FILE: 13085-01-TX-JE-041.406-LONE STAR.DWG	

H:\Projects\13085-01 ETP Orbit Pipeline\5000 PLATS\SEGMENT 3\TX-JE-041.406\13085-01-TX-JE-041.406-LONE STAR.dwg PLOT DATE: 12/6/18 1:10:04pm

DETAIL "A"
(NOT TO SCALE)





PROPERTY DETAIL

PROPOSED 30' WIDE P/L EASEMENT

TEMPORARY WORKSPACES 1 & 2

SURVEY LINE	
LENGTH	1,472.12 L.F./89.22 RODS
RIGHT OF WAY LAND USE	
30' WIDE PIPELINE ESM'T	44,164 SQ. FT./1.014 ACRES
TEMP. WORKSPACE 1	80,966 SQ. FT./1.859 ACRES
TEMP. WORKSPACE 2	22,082 SQ. FT./0.507 ACRES
TOTAL T.W.S.	103,048 SQ. FT./2.366 ACRES

EXHIBIT "B2" (SEE EXHIBIT "B1" FOR PLAN VIEW)

GENERAL NOTES:

1. Bearings shown hereon are referenced to Texas State Plane Coordinate System, South Central Zone 4204, NAD83. Distances hereon are grid and may be converted to surface by dividing by a combined scale factor of 0.999923423.

2. This exhibit was prepared without the benefit of a commitment for title insurance; therefore, easements of record may exist and are not shown hereon. The ownership information of the subject and adjoining tracts, shown hereon, provided by Contract Land Staff, LLC. No additional research has been performed by Morris P. Hebert, Inc.

3. An on-the-ground effort has been made to locate and indicate all cables, pipelines, utilities, etc. crossed by the proposed project; however, due to the inherent limitations of electronic magnetic locating equipment, Morris P. Hebert, Inc. is not responsible for any not located during the course of the survey. It is not within the scope of this exhibit to locate all buried utility lines on this property, not all improvements shown hereon.

4. A separate metes and bounds description titled Exhibit "A" accompanies this plat.

STATE OF TEXAS
REGISTERED
PHILIP G NOLAN
6061
PROFESSIONAL
LAND SURVEYOR

Philip G. Nolan 12-6-18

Philip G. Nolan
~~Registered Professional~~ Land Surveyor
Texas Registration No. 6061

NO.	DATE	REVISION
0	12/06/18	FINAL – ISSUED FOR ACQUISITION

Morris P. Hebert, Inc.
SURVEYING • ENGINEERING • ENVIRONMENTAL SERVICES • FIELD SERVICES • GIS
FIRM No. 10142100

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Lone Star NGL Pipeline LP

EXHIBIT OF A PROPOSED 30-FOOT WIDE PIPELINE EASEMENT
ACROSS JEFFERSON COUNTY PROPERTY
JEFFERSON COUNTY, TEXAS

DRAWN BY: NM	SHEET: 3 OF 3
CHECKED BY: PGN	SCALE : AS SHOWN
APPROVED BY: PGN	DATE: 11/15/18
CAD FILE: 13085-01-TX-JE-041.406-ORBIT.DWG	

H:\Projects\13085-01 ETP Orbit Pipeline\3000 PLATS\SEGMENT 3\TX-JE-041.406\13085-01-TX-JE-041.406-LONE STAR.dwg PLOT DATE: 12/6/18 1:08:40pm

THE STATE OF TEXAS

LANDOWNER'S BILL OF RIGHTS

PREPARED BY THE

OFFICE OF THE
ATTORNEY GENERAL OF TEXAS

STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt by the government or a private entity to take your property. The contents of this Bill of Rights are prescribed by the Texas Legislature in Texas Government Code Sec. 402.031 and Chapter 21 of the Texas Property Code.

1. You are entitled to receive adequate compensation if your property is taken for a public use.
2. Your property can only be taken for a public use.
3. Your property can only be taken by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to take your property must notify you that it wants to take your property.
5. The entity proposing to take your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. The entity proposing to take your property must make a bona fide offer to buy the property before it files a lawsuit to condemn the property – which means the condemning entity must make a good faith offer that conforms with Chapter 21 of the Texas Property Code.
7. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
8. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
9. Before your property is condemned, you are entitled to a hearing before a court appointed panel that includes three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for the taking of your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
10. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the taking of your property was proper, you have the right to a trial by a judge or jury. If you are dissatisfied with the trial court's judgment, you may appeal that decision.

CONDEMNATION PROCEDURE

Eminent domain is the legal authority that certain entities are granted that allows those entities to take private property for a public use. Private property can include land and certain improvements that are on that property.

Private property may only be taken by a governmental entity or private entity that is authorized by law to do so. Your property may be taken only for a public purpose. That means it can only be taken for a purpose or use that serves the general public. Texas law prohibits condemnation authorities from taking your property to enhance tax revenues or foster economic development.

Your property cannot be taken without adequate compensation. Adequate compensation includes the market value of the property being taken. It may also include certain damages if your remaining property's market value is diminished by the acquisition itself or by the way the condemning entity will use the property.

HOW THE TAKING PROCESS BEGINS

The taking of private property by eminent domain must follow certain procedures. First, the entity that wants to condemn your property must provide you a copy of this Landowner's Bill of Rights before - or at the same time - the entity first represents to you that it possesses eminent domain authority.

Second, if it has not been previously provided, the condemning entity must send this Landowner's Bill of Rights to the last known address of the person who is listed as the property owner on the most recent tax roll. This requirement stipulates that the Landowner's Bill of Rights must be provided to the property owner at least seven days before the entity makes a final offer to acquire the property.

Third, the condemning entity must make a bona fide offer to purchase the property. The requirements for a bona fide offer are contained in Chapter 21 of the Texas Property Code. At the time a purchase offer is made, the condemning entity must disclose any appraisal reports it produced or acquired that relate specifically to the property and were prepared in the ten years preceding the date of the purchase offer. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

CONDEMNATION PROCEEDINGS

If you and the condemning entity do not agree on the value of your property, the entity may begin condemnation proceedings. Condemnation is the legal process that eligible entities utilize to take private property. It begins with a condemning entity filing a claim for your property in court. If you live in a county where part of the property being condemned is located, the claim must be filed in that county. Otherwise, the condemnation claim can be filed in any county where at least part of the property being condemned is located. The claim must describe the property being condemned, state with specificity the public use, state the name of the landowner, state that the landowner and the condemning entity were unable to agree on the value of the property, state that the condemning entity provided the landowner with the Landowner's Bill of Rights, and state that the condemning entity made a bona fide offer to acquire the property from the property owner voluntarily.

SPECIAL COMMISSIONERS' HEARING

After the condemning entity files a condemnation claim in court, the judge will appoint three local landowners to serve as special commissioners. The judge will give you a reasonable period to strike one of the special commissioners. If a commissioner is struck, the judge will appoint a replacement. These special commissioners must live in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law. The special commissioners are not legally authorized to decide whether the condemnation is necessary or if the public use is proper. Their role is limited to assessing adequate compensation for you. After being appointed, the special commissioners must schedule a hearing at the earliest practical time and place. The special commissioners are also required to give you written notice of the condemnation hearing.

You are required to provide the condemning entity any appraisal reports that were used to determine your claim about adequate compensation for the condemned property. Under a new law enacted in 2011, landowners' appraisal reports must be provided to the condemning entity either ten days after the landowner receives the report or three business days before the special commissioners' hearing - whichever is earlier. You may hire an appraiser or real estate professional to help you determine the value of your private property. Additionally, you can hire an attorney to represent you during condemnation proceedings.

At the condemnation hearing, the special commissioners will consider your evidence on the value of your condemned property, the damages to remaining property, any value added to the remaining property as a result of the condemnation, and the condemning entity's proposed use of your condemned property.

SPECIAL COMMISSIONERS' AWARD

After hearing evidence from all interested parties, the special commissioners will determine the amount of money that you should be awarded to adequately compensate you for your property. The special commissioners' decision is significant to you not only because it determines the amount that qualifies as adequate compensation, but also because it impacts who pays for the cost of the condemnation proceedings. Under the Texas Property Code, if the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. However, if the special commissioners' award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs associated with the proceedings.

The special commissioners are required to provide the court that appointed them a written decision. That decision is called the "Award." The Award must be filed with the court and the court must send written notice of the Award to all parties. After the Award is filed, the condemning entity may take possession of the property being condemned, even if either party appeals the Award of the special commissioners. To take possession of the property, the condemning entity must either pay the amount of the Award or deposit the amount of the Award into the court's registry. You have the right to withdraw funds that are deposited into the registry of the court.

OBJECTION TO THE SPECIAL COMMISSIONERS' AWARD

If either the landowner or the condemning entity is dissatisfied with the amount of the Award, either party can formally object to the Award. In order to successfully make this valuation objection, it must be filed in writing with the court. If neither party timely objects to the special commissioners' Award, the court will adopt the Award as the final judgment of the court.

If a party timely objects to the special commissioners' Award, the court will hear the case in the same manner that other civil cases are heard. Landowners who object to the Award and ask the court to hear the matter have the right to a trial and can elect whether to have the case decided by a judge or jury. The allocation of any trial costs is decided in the same manner that costs are allocated with the special commissioners' Award. After trial, either party may appeal any judgment entered by the court.

DISMISSAL OF THE CONDEMNATION ACTION

A condemning entity may file a motion to dismiss the condemnation proceeding if it decides it no longer needs your condemned property. If the court grants the motion to dismiss, the case is over and you are entitled to recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses incurred to the date of the hearing on the motion to dismiss.

If you wish to challenge the condemning entity's authority to take your property, you can lodge that challenge by filing a motion to dismiss the condemnation proceeding. Such a motion to dismiss would allege that the condemning entity did not have the right to condemn your property. For example, a landowner could challenge the condemning entity's claim that it seeks to take the property for a public use. If the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses incurred to the date of the hearing or judgment.

RELOCATION COSTS

If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving personal property from the residence or relocating the business to a new site. However, during condemnation proceedings, reimbursement for relocation costs may not be available if those costs are separately recoverable under another law. Texas law limits the total amount of available relocation costs to the market value of the property being moved. Further, the law provides that moving costs are limited to the amount that a move would cost if it were within 50 miles.

RECLAMATION OPTIONS

If private property was condemned by a governmental entity, and the public use for which the property was acquired is canceled before that property is used for that public purpose, no actual progress is made toward the public use within ten years or the property becomes unnecessary for public use within ten years, landowners may have the right to repurchase the property for the price paid to the owner by the entity at the time the entity acquired the property through eminent domain.

DISCLAIMER

The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

ADDITIONAL RESOURCES

Further information regarding the procedures, timelines and requirements outlined in this document can be found in Chapter 21 of the Texas Property Code.

Lone Star NGL Pipeline LLC
Tract: TX-JE-041.406
County: JEFFERSON
Check: 453010144

RECEIPT AND RELEASE

THE UNDERSIGNED, for and in consideration of the sum ONE HUNDRED SEVEN THOUSAND SIXTY-FOUR AND 00/100 dollars ($107,064.00), paid to the undersigned by Lone Star NGL Pipeline LLC the receipt of which is hereby acknowledged, does hereby remise, release and discharge Lone Star NGL Pipeline LLC, their respective successors and assigns, from any and all actions and causes of actions, debts, claims and demands whatsoever which the undersigned, its successors or assigns, now have or may hereafter have against said. Lone Star NGL Pipeline LLC, its successors and assigns for or on account of any inconvenience caused the undersigned or on account of any injury or damage which have been or which may be done to any property, real or person, on, in or about the lands of the undersigned know as JEFFERSON County, Texas by reason of or on account of the pipeline construction activities of Lone Star NGL Pipeline LLC.

The terms, covenants, and provisions of this Receipt And Release shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the executing parties.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand this 24th day of JUNE, ____.

Recipient — Date: 06-24-2019

74-6000291
FIN or SSN

Agent — Date: 6-26-19

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
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Fx: (409) 726-2896

Edward J. Cockrell, Sr.,
Chief Probation Officer

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

MEMORANDUM

To: Loma George
County Judge's Office

From: Edward J. Cockrell, Sr EC
Chief Juvenile Probation Officer

Date: June 5, 2019

Re: **Commissioners' Court Agenda, June 24, 2019**

Please place the following item on the Commissioners' Court agenda for June 24, 2019.

Receive and file the proposed Juvenile Probation budget for FY2020 in accordance with 140.004 Local Government Code.

2019-2020 BUDGET YEAR

ACCOUNT DESCRIPTION	TWO YEAR AVERAGE '17 & '18	2017-2018 LAST YEAR ACTUALS	2018-2019 7 MONTHS ACTUAL	2018-2019 ADJUSTED BUDGET	2019-2020 DEPT. REQUEST
GENERAL FUND JUVENILE PROBATION DEPT.					
.10-01 DEPARTMENT HEAD	52,736	53,508	35,942	57,042	.....
.10-02 ASSISTANTS & CLERKS	719,466	734,120	531,198	1,001,852	.....
.10-94 LONGEVITY PAY	14,888	14,630	9,969	16,223	.....
.10-98 OVERTIME ALLOWANCE	470	441	69	70	.....
SALARIES AND WAGES	787,559	802,699	577,178	1,075,187	.....
.20-01 F.I.C.A. EXPENSE	62,286	62,169	43,661	85,685	.....
.20-02 EMPLOYEES' RETIREMENT	153,121	156,573	112,275	209,005	.....
.20-03 EMPLOYEES' INSURANCE	192,342	197,500	136,682	223,846	.....
.20-06 AUTOMOBILE ALLOWANCE	2,430	2,430	1,620	2,430	.....
.20-07 CELLULAR PHONE ALLOWANCE	450	450	300	450	.....
FRINGE BENEFITS	410,628	419,122	294,538	521,416	.....
.30-10 BOOKS-PRINTED	3,243	3,116	0	3,120	**3,120**
.30-78 OFFICE SUPPLIES	3,270	4,160	3,125	4,250	**4,250**
.30-84 MINOR EQUIPMENT	988	1,598	487	1,766	**1.766**
.30-90 EDUCATION & DEMONSTRATION	192	383	0	1,278	**1,278**
MATERIALS AND SUPPLIES	7,692	9,257	3,612	10,414	**10,414**
.40-11 EQUIPMENT- MISCELLANEOUS	157	314	0	600	**600**
.40-52 POSTAGE	2,493	3,109	975	2,467	**2,467**
.40-54 TELEPHONE	816	621	363	1,200	**1,200**
MAINTENANCE AND UTILITIES	3,466	4,044	1,338	4,267	**4,267**
.50-05 MILEAGE	27,368	24,743	13,903	24,865	**24,865**
.50-14 MENTAL EXAMINATION	15,484	18,709	275	24,985	**24,985**
.50-21 DUES/SUBSCRIPTIONS	306	318	337	350	**350**
.50-45 BONDS SURETY/NOTARY	71	0	142	400	**400**
.50-53 RENT-EQUIPMENT	2,146	2,146	1,392	6,046	**6,046**
.50-62 TRAVEL EXPENSE	8,332	8,493	4,494	10,000	**10,000**
.50-71 PAGER SERVICE	217	0	0	0	-
.50-77 CONTRACTUAL SERVICE	248	0	0	500	**500**
.50-81 RELIEF-BOARD & LODGING	1,180-	40-	50-	26,671	**26,671**
MISCELLANEOUS SERVICES	52,992	54,369	20,493	93,817	**93,817**
** JUVENILE PROBATION DEPT.	1,262,336	1,289,491	897,159	1,705,101	.....

Department Juvenile 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 Juvenile 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	$350.00
Total Requested	$350.00

Department Juvenile 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 2020
120-3063-424 50-62

Chief to attend Chief Probation Officer's Conference FY 2020

Total 750

Four people to attend Texas Probation Association annual conference in Austin in April, 2020

Total 2376

Three people to attend Texas Probation Association Legislative Conference in August, 2020
Total 1782

One person to attend Sex Offenders Management Conference FY 2019
Total 826

Two people to attend Texas Juvenile Justice Department's Data Conference in Austin, TX FY 2020

Total 750

Two people to attend Texas Juvenile Justice Department Budget Conference in Austin, TX FY 2020

Total 550

2 people to attend TJJD's Post Legislative Conference in Austin, TX FY 2020
Total 750

Chief Probation Officer to attend meetings at the Texas Juvenile Justice Department in Austin, Texas.

Total 1353

Chief Probation Officer to attend Southeast Texas Chief's meeting located throughout Southeast Texas.

Total 863

Total training budget 2020 **$10,000**

Department Juvenile 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 Juvenile Probation Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 30-84 MINOR EQUIPMENT (List out any equipment under $5,000. Do not list any computers here even if under $5,000. List all computers in 60-02 Computer Equipment under the Capital Outlay section.)

Item Description	Item Cost
2 – Fax Drums @ $163.00 each	$326.00
4 – US/Texas Flags Sets @ $110.00 each	$440.00
3 – Office Chairs @ $145.00 each	$435.00
1 – Ink Cartridge @ $331.00	$331.00
2 – First Aid Kits @ $117.00 each	$234.00
Total Requested	1,766.00

Department Juvenile Probation Please list all items in order of priority. Use additional pages if necessary.

CAPITAL OUTLAY (List any equipment over $5,000 plus all computers. Please indicate whether the equipment is a new item or will be a replacement for old equipment. Commissioners' Court will closely scrutinize any Capital Outlay requests, so please provide full written justification for each item requested.)

Item Description	Item Cost
Total Requested	0

2019-2020 BUDGET YEAR

ACCOUNT DESCRIPTION	TWO YEAR AVERAGE '17 & '18	2017-2018 LAST YEAR ACTUALS	2018-2019 7 MONTHS ACTUAL	2018-2019 ADJUSTED BUDGET	2019-2020 DEPT. REQUEST
JUVENILE DETENTION HOME					
.10-01 DEPARTMENT HEAD	52,735	53,506	35,942	57,042	.....
.10-02 ASSISTANTS & CLERKS	777,400	787,709	517,468	961,169	.....
.10-05 EXTRA HELP	153,412	147,064	103,992	192,645	.....
.10-94 LONGEVITY PAY	15,148	14,899	8,376	14,797	.....
.10-97 HOLIDAY PAY	36,226	36,981	27,590	46,384	.....
.10-98 OVERTIME ALLOWANCE	6,569	5,987	3,996	6,622	.....
SALARIES AND WAGES	1,041,488	1,046,146	697,364	1,278,659	.....
.20-01 F.I.C.A. EXPENSE	78,998	78,311	52,493	99,644	.....
.20-02 EMPLOYEES' RETIREMENT	192,061	195,281	132,717	243,054	.....
.20-03 EMPLOYEES' INSURANCE	213,015	211,853	126,535	245,239	.....
.20-06 AUTOMOBILE ALLOWANCE	2,430	2,430	1,620	2,430	.....
.20-07 CELLULAR PHONE ALLOWANCE	450	450	300	450	.....
FRINGE BENEFITS	486,954	488,325	313,665	590,817	.....
.30-07 BEDDING, BLANKETS,& LINEN	1,035	1,483	918	1,500	**1,500**
.30-17 CLOTHING	2,303	3,252	0	3,300	**3,300**
.30-23 DISHES, UTENSILS, ETC.	249	207	195	300	**300**
.30-33 FOOD	79,484	77,369	78,026	84,000	**90,000**
.30-44 JANITOR SUPPLIES	10,795	9,477	8,344	9,500	**9,500**
.30-50 MEDICAL SUPPLIES	424	388	0	1,000	**1,000**
.30-78 OFFICE SUPPLIES	1,214	1,558	1,400	1,579	**1.579**
.30-84 MINOR EQUIPMENT	5,747	7,973	245	7,777	**7,762**
MATERIALS AND SUPPLIES	101,250	101,707	89,128	108,956	**114,941**
.40-09 BUILDINGS AND GROUNDS	42,258	42,522	20,984	35,000	**35,000**
.40-11 EQUIPMENT- MISCELLANEOUS	6,226	4,735	212	5,300	**5,300**
.40-53 GAS- NATURAL AND BUTANE	4,193	4,178	2,196	5,000	**4,500**
.40-54 TELEPHONE	8,623	8,268	4,853	8,300	**8,400**
.40-56 ELECTRICITY	89,554	88,942	37,101	89,000	**90,000**
.40-57 WATER AND SEWER	33,016	31,899	15,514	38,000	**36,000**
MAINTENANCE AND UTILITIES	183,869	180,544	80,860	180,600	**179,200**
.50-05 MILEAGE	125	231	0	300	**300**
.50-32 HOSPITAL SERVICE	1,500	0	0	3,000	**3,000**
.50-34 MEDICAL & SURGICAL	5,673	8,301	1,245	9,000	**9,000**
.50-53 RENT-EQUIPMENT	3,522	3,522	2,284	3,933	**3,933**
.50-62 TRAVEL EXPENSE	4,640	4,889	3,157	8,511	**8,511**
.50-77 CONTRACTUAL SERVICE	38,133	38,958	62,503	72,047	**73,666**
MISCELLANEOUS SERVICES	53,593	55,901	69,189	96,791	**98,410**
** JUVENILE DETENTION HOME	1,867,152	1,872,623	1,250,206	2,255,823	.....

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
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Edward "Ed" Cockrell, Sr.
Chief Juvenile Probation Officer

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

MEMORANDUM

To: Patrick Swain
Auditor

From: Edward J. Cockrell, Sr
Chief Juvenile Probation Officer

Date: May 29, 2019

Re: Extra Hours for Detention Staff and other 10-Series Line items for FY 2019-20 Budget

The Juvenile Detention Center operates under a U.S Department of Labor ruling obtained by Human Resources Director, Carey Erickson, which is in compliance with the Fair Labor Standards Act. Juvenile Supervision 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 FY20 at $192,645.

Please add these figures to the budget request:

120-3064-424-10-05	Extra Help (Remain the Same)	$192,645
120-3064-424-10-97	Holiday Pay (Remain the Same)	$46,384
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)	$6,622

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MEMORANDUM

To: Patrick Swain
Auditor

From: Edward J. Cockrell, Sr EC
Chief Juvenile Probation Officer

Date: May 29, 2019

Re: Justification/Budget – Budget 120 – 3064

Budget 120-3064:

(3064) 30-33 – Food
The FY20 proposed Juvenile Detention Budget has an increase in the line item of $6,000.

Adjusted Budget FY19	Department Request	Increase
$84,000	$90,000	$6,000

This line item increase is based on current year usage and the increase in Food cost. This line item has been discussed with Fran Lee in the Auditor's office and she recommended the increase.

(3064) 40-54 – Telephone
The FY20 proposed Juvenile Detention Budget has an increase in the line item of $100.

Adjusted Budget FY19	Department Request	Increase
$8,300	$8,400	$100

This line item increase is based on current year usage. This line item had been discussed with Fran Lee in the Auditor's office and she recommended the increase.

(3064) 40-56 – Electricity

The FY20 proposed Juvenile Detention Budget has an increase in the line item of $1,000.

Adjusted Budget FY19	Department Request	Increase
$89,000	$90,000	$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

The FY20 proposed Juvenile Detention Budget has an increase in the line item of $1,619.

Adjusted Budget FY19	Department Request	Increase
$72,047	$73,666	$1,619

This line item increase is based on increase of services prices.

NOTE: 40-53 Gas – Natural and Butane line item is being reduced by $500.
40-57 Water and Sewer line item is being reduced by $2,000.

Department Juvenile 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 Juvenile 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 Juvenile 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 2020

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 2020

Reg. 225 Total 2295

Three people to attend Texas Juvenile Detention Association management
conference in FY 2020

Reg. 225 Total 2295

Five people to attend Quality Assurance

Reg. 0 Total 1265

Total detention training budget **8511**

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50-77 Contractual Services

Item	
1. A 1 Filter	$ 2,208.00
2. Vent a Hood	$ 1,120.00
3. Smoke Detector Inspection – Southwest Building	$ 516.00
4. Dumpster Service – Republic	$ 5,460.00
5. Fire Inspection - Advantage	$ 2,127.00
6. A C Inspection - EPS	$ 3,800.00
7. Plumbing Maintenance - Bio Smart (Big Thicket)	$ 1,920.00
8. Southern Folgers – Detention Lock	$11,684.00
9. Cummings Southern Plains – Generator Inspection	$ 1,638.00
10. Professional Nurses Medical Exams @ 200	$10,400.00
11. Ice Machine Maintenance – Moore Services	$ 633.00
12. Attaboy – Insect Extermination	$ 960.00
13. Cleaning Service	$31,200.00
	$73,666.00

Department Juvenile 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. A full description of the program is	
attached.	
Total Requested	$200,000

2019 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 over 300 youth by providing services with compassion, understanding and love during a critical turning point in their lives.** A total of 76 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 76 youth who were enrolled in IEA's outreach program for comprehensive services while on juvenile probation, a total of 72 were not detained at the Minnie Rogers Juvenile Justice Center for a new criminal offense. From services offered to youth detained in the MRJJC to its Ben's Kids outreach efforts, IEA empowers juvenile justice involved youth to adopt law-abiding lifestyles by offering alternatives to criminal behavior and increasing access to mental health and personal development opportunities. Every juvenile offender detained in the MRJJC has an opportunity to benefit from programming offered within the institutional component of IEA. Referrals are made by the Jefferson County Juvenile Probation Department to the Ben's Kids outreach component of IEA while youth are detained as well as during pre and post adjudication.

Additionally, IEA strategically coordinates community-based service-delivery including: case management, counseling, academic support (including tutoring sessions 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

Research has shown that juvenile-justice-involved youth disproportionately have high rates of traumatic experiences, with 70% to 90% encountering at least one traumatic event (Espinosa & Sorensen, 2016). IEA is the only non-profit organization in Southeast Texas whose budget is dedicated to providing a strength-based, rehabilitative and therapeutic response to address trauma, hardships and disadvantages of juvenile justice-involved youth as well as those who are at-risk for delinquency.

IEA continues to invest in service-delivery and community partnerships that promote **healthy lifestyle choices** and creates paths toward **education** as well as **future economic productivity** for hundreds of Southeast Texas youth who are struggling socially, emotionally and academically. 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 becoming better citizens, students, and family members.

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 partners 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), Spindletop Center, Lamar Institute of Technology (LIT), Opportunity Now, and Bettie Jean's Homestyle Cooking/Culinary Program.** As a community-based provider for **the Jefferson County Juvenile Mental Health 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 disadvantaged youth.

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.

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 at least $188,100 per year. When factoring the cost of 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 2017, **the House of Representatives of the 85th Legislature passed a resolution to commemorate the organization's 20th anniversary**. Now in its 22nd year of leading efforts of youth advocacy and civic action to help young people transform hardships into hope, IEA is fortunate to have Jefferson County as an unwavering supporter.

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

IEA – Inspire, Encourage, Achieve

Project Budget (continued)

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
Profit & Loss
January through April 2019

	Jan - Apr 19
Income	
4000 · Income Received	
4010 · Donations	
4016 · IHO	50.00
4020 · MECHIA Foundation	12,133.86
4010 · Donations - Other	187.11
Total 4010 · Donations	12,370.97
Total 4000 · Income Received	12,370.97
4100 · Grants/Foundations	
4107 · City of Beaumont	496.00
4117 · Friedman Foundation	2,500.00
4122 · Hebert Foundation	25,000.00
4176 · Barbara Bush Hou Literacy Found	7,500.00
4180 · Save the Children	60,236.00
Total 4100 · Grants/Foundations	95,732.00
4370 · BP Settlement	
4371 · HESI Settlement Portion of BP	3,255.22
Total 4370 · BP Settlement	3,255.22
4500 · Temporary Restricted Income	
4505 · American Red Cross Grant	60,000.00
Total 4500 · Temporary Restricted Income	60,000.00
Total Income	171,358.19
Gross Profit	171,358.19
Expense	
10000 · Program Services Expenses	0.00
6000 · Administration/General	
6101 · 11th St. Building Expenses	
6105 · Building Maintenance/Supplies	60.24
6110 · Lawn Service/Landscaping	750.00
6111 · Lease	
6112 · RKJ	2,040.00
Total 6111 · Lease	2,040.00
6115 · Security	395.00
6118 · Utilities - 11th St.	795.89
Total 6101 · 11th St. Building Expenses	4,041.13
6215 · Bank Charge	2.41
6222 · Computer	50.95
6239 · Dues, Subscriptions&Publication	92.50
6300 · Insurance	
6302 · Insurance - Auto	1,389.60
6305 · Insurance, Bus	962.80
6308 · Insurance, Health	4,252.71
Total 6300 · Insurance	6,605.11
6324 · Mileage	506.45
6356 · Office Expense	150.40

IEA - Inspire, Encourage, Achieve
Profit & Loss
January through April 2019

	Jan - Apr 19
6450 · Payroll	
6452 · Administrative Wages	18,138.50
6460 · Payroll Tax Expense	7,906.55
Total 6450 · Payroll	26,045.05
6528 · Printing & Reproduction	103.00
6544 · Professional Fees	520.00
6630 · Staff Appreciation/Gifts	91.25
6671 · Storage	380.00
6740 · Supplies, Office	143.80
6802 · Telephone	
6803 · Cell Phone	48.65
6802 · Telephone - Other	532.68
Total 6802 · Telephone	581.33
Total 6000 · Administration/General	39,313.38
66900 · Reconciliation Discrepancies	-0.30
7000 · Ben's Kids Out-Reach Program	
7100 · Auto Fuel	338.10
7105 · Auto Insurance	5,558.40
7111 · Auto Maintenance	565.14
7200 · Ben's Kids Insurance	
7204 · Bus. Insurance	3,746.20
Total 7200 · Ben's Kids Insurance	3,746.20
7250 · Building Maintenance BK	240.96
7412 · Client Assistance	343.40
7436 · Computer	203.78
7438 · Consultant	2,335.00
7556 · Food	1,215.21
7562 · Gifts & prizes	500.00
7598 · Lease RKJ (11th St)	8,160.00
7623 · Membership Dues	1,178.00
7670 · Mileage	7,330.33
7691 · Office Expense, Supplies	430.98
7710 · Parent Project	
7714 · Food	283.10
7719 · Supplies	146.24
7710 · Parent Project - Other	330.00
Total 7710 · Parent Project	759.34
7726 · Audio/Video/Photography	1,262.50
7729 · Printing	1,650.51
7730 · Professional Counseling	1,970.00
7736 · Professional Fees	2,080.00
7741 · Program Supplies	480.00
7830 · Staff	54,314.89
7852 · Storage	1,520.00
7854 · Supplies	3,788.54

IEA - Inspire, Encourage, Achieve
Profit & Loss
January through April 2019

	Jan - Apr 19
7900 · Telephone	2,325.30
7970 · Utilities (11th St)	1,293.84
7000 · Ben's Kids Out-Reach Program - Other	159.54
Total 7000 · Ben's Kids Out-Reach Program	103,749.96
8000 · Fundraising Expense	
8012 · Fundraising Payroll	0.00
Total 8000 · Fundraising Expense	0.00
9000 · Juvenile Detention Programs	
9100 · Computer	225.00
9183 · Counselor	1,155.00
9600 · MRJJC Salaries	17,540.47
Total 9000 · Juvenile Detention Programs	18,920.47
Total Expense	161,983.51
Net Income	**9,374.68**

IEA - Inspire, Encourage, Achieve
Balance Sheet
As of April 30, 2019

		Apr 30, 19
ASSETS		
	Current Assets	
	Checking/Savings	
	1010 · Checking	78,161.87
	1060 · Petty Cash	200.00
	Total Checking/Savings	78,361.87
	Accounts Receivable	
	1250 · Unconditional Promise To Give	25,008.69
	Total Accounts Receivable	25,008.69
	Other Current Assets	
	1310 · Prepaid Insurance Expense	16,129.83
	1340 · Undeposited Funds	400.00
	Total Other Current Assets	16,529.83
	Total Current Assets	119,900.39
	Fixed Assets	
	1400 · Accumulated Amortization	-7,355.00
	1500 · Office Equipment - Computers	2,799.96
	1510 · Software	7,355.00
	1540 · Vehicles	64,441.57
	1560 · 11th St Bldg CIP	37,553.54
	1570 · 11th St Bldg Equipment	6,911.00
	1580 · 11th St. Bldg Improvements	47,992.00
	Total Fixed Assets	159,698.07
	Other Assets	
	1610 · Accumulated Depreciation	-168,451.04
	1640 · Office Equipment	42,527.36
	Total Other Assets	-125,923.68
TOTAL ASSETS		**153,674.78**
LIABILITIES & EQUITY		
	Liabilities	
	Current Liabilities	
	Other Current Liabilities	
	2010 · Accrued payroll	6,096.97
	2100 · Payroll Liabilities	517.69
	Total Other Current Liabilities	6,614.66
	Total Current Liabilities	6,614.66
	Total Liabilities	6,614.66
	Equity	
	3800 · Temp restricted net assets	148,537.14
	3900 · Retained Earnings	-10,851.70
	Net Income	9,374.68
	Total Equity	147,060.12
TOTAL LIABILITIES & EQUITY		**153,674.78**

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.

Department Juvenile 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
2 – Moduform Sofas @ $1,266.00 each	$3,022.00
10 – Kenwood TK – 3360 – UHF Portable Radios @ @360.00 each	$3,600.00
5 – Employee Recognition Plaques @ $50.00 each	$250.00
2 – Employee Recognition Plaques @ $105.00 each	$210.00
2 – Industrial Fans @ $340.00 each	$680.00
Total Requested	$7,762.00

United Communications Inc.
5615 College St. / Beaumont, TX 77707
Phone - (409) 842-3790 / Fax – (409) 842-1991
Lindasterling1@yahoo.com

May 16, 2019

Jefferson County Juvenile
Hwy. 69 South
Beaumont, Texas

Attn: Dennis Copeland

Dear Dennis

This is the pricing, which you requested, for the Kenwood TK-3360 UHF Portable Radios.

	Each	Total
10 – Kenwood TK-3360-LAKVP UHF Portable Radio w/ Antenna, Battery, Belt Clips, Desk Chargers and Programming.	$360.00	$3600.00

Total Purchase Price **$3600.00**

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

The helpful place.

ACE Rewards
The best tools for saving money.SM

Shopping Cart

M & D Supply Inc - Beaumont, TX Open until 7:00 PM Store Info / Directions Services / Brands

KOOL-FLO 48.88 in. H x 42 in. Dia. 2 speed Electric Drum Fan

Item no. 6209613 | SFDC-1050FB

No Reviews | Write Review

KOOL-
FLO
48.88
in.
H

$339.99

ACE Rewards 3,399 Estimated Points

− 1 +

Add To Cart Add To Wish List

Free Store Pickup

Available for pickup as early as today from M & D Supply Inc - Beaumont, TX

Find at another store

Ship to Home

Item available for Ship to Home.

Delivery From Store

Free delivery for Ace Rewards members on qualifying orders of $50 or more. See Details

Available for delivery as early as today from M & D Supply Inc- Beaumont, TX

Date: 5/17/2019

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
2	520-10-318	Settee/Sofa, 54x30x30x16"SH Grade 7 Rotomold Vinyl - 318 Burgundy	$ 1,265.40	$ 2,530.80

Dock Delivery

Total NET:	$	2,530.80
Freight:	$	490.36
	$	3,021.16

Receiving and Installation NOT Included
Pricing Firm for 30 days

Department Juvenile 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

JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

1001 Pearl Street, Suite 103
Beaumont, TX 77701
(409) 835-8411

Charlie Porter
Chief of Law Enforcement
cporter@co.jefferson.tx.us

John Shauberger
Chief of Corrections
jshauberger@co.jefferson.tx.us

MEMORANDUM

DATE: June 19, 2019

TO: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Chief John Shauberger

RE: HIV and HCV Services

Please consider and possibly approve the attached Cooperative Agreement between Triangle Area Network and CorrHealth relating to HIV & HVC services at the Jefferson County Correctional Facility. This Cooperative Agreement is related to the services CorrHealth is required to provide the Jefferson County Correctional Facility under the Inmate Healthcare Services Agreement.

Sincerely,

Chief John Shauberger

This Arrangement is made as of 7/1/19
Date
between **Triangle Area Network** "TAN Healthcare" and CorrHealth

CONFIDENTIALITY
All TAN Healthcare data and information will be held in strictest confidence by CorrHealth and Jefferson County Jail representatives. Failure to maintain complete confidentiality of TAN Healthcare and CorrHealth medical data will result in the termination of the contract and potential prosecution for violation of HIPAA regulations.

Exhibit A: Scope of Services
This agreement contains the entire Scope of Services between the parties with respect to the matters covered above.

TAN Healthcare will provide the following services to CorrHealth patients at the referral location pre-approved and determined by both parties. Services will be documented in TAN Healthcare patient records through E-Clinical Works (electronic health record).

CorrHealth will be responsible for providing all required patient records to TAN Healthcare upon request. TAN Healthcare has established policies and procedures that address our mutual agreement to provide services to patients in the HRSA-defined service delivery area.

Procedure: Role of TAN HEALTHCARE

1. TAN Healthcare will offer blood-based HIV and HCV screening on a bi-monthly basis (2nd and/or 4th Fridays of each month from 8am until 3pm depending on patient scheduled) to individuals housed at the Jefferson County Detention Center, in collaboration with CorrHealth medical staff.

2. TAN Healthcare will provide screening results to the patient and, with patient approval, to the CorrHealth Medical provider staff responsible for ongoing patient treatment and care.

3. TAN Healthcare will be a referral source for CorrHealth for newly diagnosed HIV and HCV positive patients in the following ways:
    a. TAN Healthcare Medical Providers, in collaboration with and upon referral from CorrHealth, will review, discuss and determine treatment options for implementation
    b. TAN Healthcare will secure appropriate Medical Record Information from CorrHealth to assist with patient treatment and care protocol
    c. TAN Healthcare Medical Providers will work in collaboration with the CorrHealth Medical Team to discuss treatment options for patients. (repetitive)

d. TAN Healthcare will provide linkage to care support for individuals who test positive, and upon release, seek ongoing medical care from TAN Healthcare, or other healthcare providers
e. TAN Healthcare will collaborate with CorrHealth, as requested, regarding treatment and care of patients who are currently housed with a previous diagnosis of HIV or HCV within the Jefferson County Detention Center.
f. TAN Healthcare Medical Providers will meet Monthly and/or no less than Quarterly with CorrHealth Medical Team to discuss patient care, and next steps in linkage to care upon discharge.
g. TAN Healthcare will discuss any additional screening options available prior to test being run outside the scope of this agreement.

4. TAN Healthcare will invoice on a monthly basis and will notify CorrHealth of any cost adjustments on specimen processing prior to performing test.
   a. See Attachment 1 Current Lab Test
   b. See Attachment 2 Current Medication List

Procedure: Role of CorrHealth

1. CorrHealth will provide TAN Healthcare with the appropriate space for conducting agreed upon screening.

2. CorrHealth will reimburse TAN Healthcare for the agreed upon costs of specimen processing within 30 days of receipt of invoice.

3. CorrHealth will provide a primary point of contact for both medical care and operational management of the established collaboration. (Sara Massey)

4. CorrHealth will coordinate and inform TAN Healthcare on the number of individuals scheduled on the designated screening days, 1 day prior to arrival. (email contact information tking@tanhealthcare.org & cbenoit@tanhealthcare.org)

5. CorrHealth will make referrals to TAN Healthcare for ongoing and specific HIV care and treatment for Newly Diagnosed HIV positive patients
   a. Will provide access to selected patient health records for consultation of treatment
   b. Provide space for Dr. Schrader and/or Medical Provider
      Provide Telehealth capabilities for TAN Healthcare Medical Provider collaboration as needed

6. CorrHealth will be responsible for costs associated with any required background checks of staff entering the facility as a member of the TAN Healthcare team.

CorrHealth, page 3

This agreement is in effect for one (1) year and will be reviewed at least 30 days prior to the end of the contract for revision, and/or renewal. This agreement can be terminated by either party with a minimum of 30-day notification.

This agreement is effective on 7/1/19 and will terminate one year from this date.

TAN Healthcare Signature

Dena Hughes

Dena Hughes
Chief Executive Officer
Triangle Area Network, Inc.

Date 6/19/19

CorrHealth Partner Signature

Victor A Hutchinson

Name Victor A Hutchinson
Title Co-Founder, President & Operations
Agency CorrHealth.

Date 6/19/19

Jefferson County Judge

Name _____

Title _____

Date _____

_____

Signature

Special, June 24, 2019

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 24, 2019