

Notice of Meeting and Agenda and Minutes
August 26, 2019

SPECIAL, 8/26/2019 1:30:00 PM

BE IT REMEMBERED that on August 26, 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 (ABSENT)

Commissioner Brent Weaver, Commissioner Pct. No. 2 (ABSENT)

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
August 26, 2019

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**
August 26, 2019

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **26th day of August 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: Michael S. Sinegal, Commissioner, Precinct Three

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

Notice of Meeting and Agenda and Minutes
August 26, 2019

PURCHASING:

1. Consider and approve specifications for (IFB 19-044/YS), Term Contract for Mowing for Jefferson County.

SEE ATTACHMENTS ON PAGES 10 - 51

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

2. Receive and file bids for (IFB 19-038/YS), Term Contract for Paper Stock & Envelopes for Jefferson County.

SEE ATTACHMENTS ON PAGES 52 - 139

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

3. Receive and file a Contract Termination/Release of Earnest Money for the Offer from Clark C. Shofner to purchase Jefferson County land located on Viterbo Road (Known as "Precinct No. 2 Rock Yard"); in response to (RFQ 17-014/JW), Commercial Realtor Brokerage Services for Land Located on Viterbo Road (Known as "Precinct No. 2 Rock Yard") with \$2,500.00 in earnest money being released by Texas Regional Title Company; for which \$1,500.00 is to be released to Jefferson County, and \$1,000.00 is to be released to Clark C. Shofner. This Contract Termination/Release of Earnest money was approved by Commissioners' Court on August 12, 2019.

SEE ATTACHMENTS ON PAGES 140 - 141

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
August 26, 2019

4. Execute, receive and file renewal for (IFB 16-019/YS), Term Contract for Sheriff's Department (Jefferson County) Law Enforcement Equipment and Uniform with Burgoon Company, GT Distributors, Inc., Galls LLC, and ICS Jail Supplies, Inc. for a third one (1) year renewal from August 19, 2019 to August 18, 2020; with proposed price increases as shown on Attachment A. These price increases are due to rising costs of materials, manufacturing, and transportation.

SEE ATTACHMENTS ON PAGES 142 - 155

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

5. Consider and approve, execute, receive and file Change Order No. 2 for (IFB 17-043/JW), Siphon Control Structures at Oilcut Ditch and Salt Bayou at the Gulf Intracoastal Waterway for Jefferson County with BDS Constructors, LLC dba MK Constructors for an increase of \$129,275.00 to furnish and install (16) HDPE bends for the 36" HDPE (directional drilled) pipes to facilitate a design modification to meet construction plans, bringing the total contract amount from \$7,386,093.20 up to \$7,515,368.20. This change order will increase the number of working days for this project by (10) days; bringing to the total number of contract working days from (120) days up to (130) days. This project is funded by grants from the National Fish and Wildlife Foundation (NFWF) and the North American Wetlands Conservation Act (NAWCA). Any construction cost not covered by these two grants will be funded from the County's settlement with BP.

SEE ATTACHMENTS ON PAGES 156 - 157

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
August 26, 2019

6. Consider and 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.

SEE ATTACHMENTS ON PAGES 158 - 159

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

7. Consider and approve donation of surplus property as authorized by Local Government Code §263.152 (a) (4), by donating 400 cots to be used in shelter facilities to a charitable organization, American Red Cross.

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY AUDITOR:

8. Consider and approve budget transfer - Service Center - replacement of fourth rolling jack.

120-8095-417-3084	MINOR EQUIPMENT	\$3,000.00	
120-8095-417-4008	AUTOMOBILES AND TRUCKS		\$3,000.00

SEE ATTACHMENTS ON PAGES 160 - 160

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

9. Consider and approve budget transfer - R&B Pct.3 - additional cost.

113-0307-431-5021	DUES/SUBSCRIPTIONS	\$150.00	
113-0301-431-3010	BOOKS-PRINTED		\$150.00

SEE ATTACHMENTS ON PAGES 161 - 161

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
August 26, 2019

10. Consider and approve budget transfer - R&B Pct.3 - additional cost for fuel.

113-0305-431-3034	DIESEL FUEL	\$4,000.00	
113-0305-431-4014	SHARED EQUIPMENT MAINT.		\$4,000.00

SEE ATTACHMENTS ON PAGES 162 - 162

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

11. Consider and approve budget transfer - Constable Pct.8 - additional cost for insurance.

120-3072-425-2003	EMPLOYEES' INSURANCE	\$5,000.00	
120-3072-425-1095	EDUCATION PAY		\$5,000.00

SEE ATTACHMENTS ON PAGES 163 - 163

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

12. Regular County Bills - check #462658 through checks #462878.

SEE ATTACHMENTS ON PAGES 164 - 173

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

COUNTY COMMISSIONERS:

13. Consider and possibly approve Amended Jefferson County Commissioners Court Rules of Procedure, Conduct and Decorum Pursuant to HB 2840.

SEE ATTACHMENTS ON PAGES 174 - 181

Action: TABLED

Notice of Meeting and Agenda and Minutes
August 26, 2019

14. Consider, possibly approve, authorize the County Judge to execute a Compromise Settlement Release relating to damages in Cause No. D0131980, Jefferson County, Texas v. Kierra Chanta Pommier and Celeste Alexandra Flores.

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

15. Consider and receive a Presentation of information from the YMBL.

\$172,544.00 CHECK PRESENTED TODAY.

\$2.4M PLUS AFTER 15 YEAR PARTNERSHIP

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

16. Consider and possibly approve a Resolution authorizing the submission of a Texas Community Development Block Grant Program Disaster Recovery Acquisition/ Buyout Grant Application to the Texas General Land Office in the amount \$ 2,651,308.80; and authorizing JEFF BRANICK to act as the County's Executive Officer and authorized representative in all matters pertaining to the County's participation in the Texas Community Development Block- DR Grant Program.

SEE ATTACHMENTS ON PAGES 182 - 182

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

17. Consider and possibly approve nominations to the Spindletop Center Board of Trustees for new two year terms: (Current terms expire on August 31, 2019.) Rebecca Ford – appointment by Commissioner Arnold and Frank Coffin – appointment by Commissioner Weaver.

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY TAX ASSESSOR-COLLECTOR:

18. Receive and file executed Interlocal agreement between Jefferson County and the Texas Department of Motor Vehicles for provision of equipment and consumables used while acting as agent in the administration of motor vehicle titles and registration.

SEE ATTACHMENTS ON PAGES 183 - 208

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

ENGINEERING:

19. Consider and possibly adopt a Resolution recognizing Don Rao for his years of dedicated service to the Jefferson County Engineering Department and to the citizens of Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 209 - 209

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

HUMAN RESOURCES:

20. Consider and possibly approve granting extended leave without pay for up to 90 days for Clark Simmons, a Detention Officer with the Jefferson County Correctional Facility.

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
August 26, 2019

RISK MANAGEMENT:

21. Consider and possibly approve self-insuring any loss covered by the Public Officials Bond for Deputy Clerks and all other employees of the County and District Clerk, in accordance with Texas House Bill 1494, effective September 1, 2019.

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

Other Business:

SET NEXT MEETING DATE, MONDAY, SEPTEMBER 2, 2019 IS A
COUNTY HOLIDAY (LABOR DAY)

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

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

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Invitation for Bids

August 26, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-044/YS, Term Contract for Mowing 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 Mowing for Jefferson County

BID NO: IFB 19-044/YS

DUE DATE/TIME: 11:00 AM CT, Tuesday, September 24, 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, Contract Specialist, ysauer@co.jefferson.tx.us.

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

A handwritten signature of Deborah L. Clark, which includes her name and the circular seal of Jefferson County, Texas.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

IFB 19-044/YS
Term Contract for Mowing for Jefferson County
Bids due: 11:00 AM CT, September 24, 2019

Table of Contents

Table of Contents	1
Instructions to Bidders	2
General Conditions of Bidding and Terms of Contract.....	6
Special Requirements/Instructions	16
Minimum Specifications.....	20
Bidder Information Form.....	24
Offer to Contract Form	25
Acceptance of Offer Form.....	26
Bid Form.....	27
Vendor References.....	28
Signature Page	29
Conflict of Interest Questionnaire	30
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY).....	31
Good Faith Effort Determination Checklist.....	32
Notice of Intent	33
HUB Subcontracting Participation Declaration Form	34
Residence Certification/Tax Form	38
House Bill 89 Verification.....	39
Senate Bill 252 Certification.....	40
Bid Affidavit	41

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 or 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 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," 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 of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or require 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 receipt 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 with 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 19-044/YS.

Scope

Jefferson County is seeking proposals for the mowing of unleased "Buy Out Properties" throughout Jefferson County (please see Attachment A for map).

1. The awarded vendor will mow these properties three (3) times annually (March, June, and November) to maintain water drainage. The vendor will contact the precinct foreman prior to each mowing and upon completion.
2. The County desires to retain a contractor with prior experience in mowing and the successful offeror shall be required to submit such evidence of qualifications as deemed necessary.
3. It will be the vendor's responsibility and strongly advised to inspect the properties prior to bid submission for determination of size of the listed properties.
4. The contractor shall provide all labor, equipment, materials, and transportation.
5. Slope mowers are to be used for mowing of ditches and back slopes that cannot be reached by other equipment.
6. Contractor will submit work log detailing properties serviced and dates serviced at time of invoice submission.
7. Additions, deletions or other changes to properties to be mowed will be given to the Contractor with a thirty (30) day notice, verified and approved by written transmittal from Jefferson County.
8. It shall be the vendor's responsibility to rectify any damage to County and individual's property caused by any individual(s) connected with the vendor as well as their own equipment and property.

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude
1	83	438	Hillebrandt Acres	Beaumont, TX	77705	Lot 15, Block 5, Hillebrandt Acres Abstract 029250	29.93404	-94.10818
2	19	445	Bass Rd	Beaumont, TX	77705	Lot 27 Hillebrandt Heights Unrec .68 Abst 029300	29.92107	-94.09465

3	16	469	Bass Rd	Beaumont, TX	77705	Hillebrandt 26 Heights Unrec .68 Abstract 029300	29.92058	-94.09444
4	79	1068	Hillebrandt Acres	Beaumont, TX	77705	Hillebrandt Acres, Lot 3, Block 2, Abstract 029250	29.93232	-94.11608
5	147	1291	Hillebrandt	Beaumont, TX	77705	Lot 38, Block 1, Hillebrandt Acres Abstract 26 Tract 119 M Grange Abstract 029250	29.93041	-94.11799
6	148	3534	Ballard Rd	Beaumont, TX	77705	Tr 42 49 Wm Smith .22 Abstract 300049 Lot 42	29.87948	-94.16147
7	95	10140	Baltimore	Beaumont, TX	77705	Hillebrandt Acres Lot 8 Block 4 Abstract 029250	29.93415	-94.11255
8	72	10249	Barton Rd	Beaumont, TX	77705	Hillebrandt Acres Lot 4, Block 4 Abstract 029250	29.93352	-94.11487
9	13	11037	Hickory Ln	Beaumont, TX	77705	9 2 Country Road Est Sect 2 Abstract 014853	29.92063	-94.0961
10	12	11087	Hickory Ln	Beaumont, TX	77705	6& 2 7 2 All & Tr 1 S1/2 Of 8 2 Country Road Est Sec 2* Abstract 014853	29.91987	-94.09611
11	48	11111	Oak Ln	Beaumont, TX	77705	6 7 3 Country Road Est Sect 3 Abstract 014861	29.91962	-94.0948
12	33	11124	Oak Ln	Beaumont, TX	77705	16 2 Country Road Est Sect 2 Abstract 014853	29.91927	-94.09518
13	62	11126	Hickory Ln	Beaumont, TX	77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91915	-94.09638

14	57	11134	Kenner Rd	Beaumont, TX	77705	Hillebrandt 14 Heights Unrec 3 Abstract 029300	29.91965	-94.09236
15	28	11158	Hickory Ln	Beaumont, TX	77705	Lt 20 Blk 1 Country Road Est Sec2 Abstract 014853	29.91888	-94.09638
16	27	11174	Hickory Ln	Beaumont, TX	77705	19 1 Country Road Est Sect 2	29.91852	-94.09634
17	35	11180	Country Lane Rd	Beaumont, TX	77705	18 3 Country Road Est Sect 3 * Abstract 014861	29.91845	-94.09405
18	34	11189	Oak Ln	Beaumont, TX	77705	3 3 Country Road Est Sect 3 Abstract 014861	29.91853	-94.09476
19	44	11189	Country Lane Rd	Beaumont, TX	77705	17 4 Country Road Est Sect 3 Abstract 014861	29.9184	-94.09353
20	29	11200	Oak Ln	Beaumont, TX	77705	2 2 All 18 2 Tr 2 & All Of 19 2 Country Road Est Sect 2 Abstract 014853	29.91824	-94.09513
21	59	11210	Country Lane Rd	Beaumont, TX	77705	Lot 19, Block 3, Country Road Est Sect 3 Abstract 014861	29.91829	-94.09393
22	42	11223	Oak Ln	Beaumont, TX	77705	1 3 Country Road Est Sect 1 Abstract 014852	29.91788	-94.09476
23	22	11224	Oak Ln	Beaumont, TX	77705	20 2 Country Road Est Sect 2 Abstract 014853	29.91789	-94.09526
24	53	11232	Country Lane Rd	Beaumont, TX	77705	20 3 Country Road Est Sect 1 Abstract 014852	29.91761	-94.09409
25	43	11265	Sweetgum Ln	Beaumont, TX	77705	1 2 Country Road Est Sect 2 Abstract 014853	29.91804	-94.09477
26	37	11309	Country Lane Rd	Beaumont, TX	77705	7 5 Country Road Est Sect 1 Abstract 014852	29.91692	-94.09401
27	55	11345	Country Lane Rd	Beaumont, TX	77705	6 5 Country Road Est Sect 1 Abstract 014852	29.91659	-94.09393

28	38	11346	Country Lane Rd	Beaumont, TX	77705	8 1 Country Road Est Sect 1 Abstract 014852	29.91651	-94.09444
29	110	11369	Country Lane Rd	Beaumont, TX	77705	Lot 5, Block 5 Country Road Estates Section 1 Abstract 014852	29.91669	-94.09578
30	14	11394	Country Lane Rd	Beaumont, TX	77705	Lts 5 1 Tr 2 Lts 6 1 & S 1/2 Lt 7 1 Tr1 Country Road Est Sect 1 Abstract 014852	29.91628	-94.0961
31	50	11506	Sweetgum Ln	Beaumont, TX	77705	8 5 Country Road Est Sect 1 Abstract 014852	29.91672	-94.09493
32	138	11524	Davidson Rd	Beaumont, TX	77705	Lot 3, Block 14, Tract 10 0.666 Acres Orange Farms Abst 048855	29.91606	-94.08812
33	149	12125	Burr Lane	Nederland, TX	77701	44 Tr 3 (Part) And (Part) Of 45 C O Ellstrom 1.000 Abstract 019250	29.9333	-94.1132
34	66	769	Little Acres	Beaumont, TX	77705	Lot 1 Block 4 Abstract 047725 Oak Park	29.94861	-94.12836
35	107	15091	Boondocks Road	Beaumont, TX	77705	Tract 37768 D Burrell 2.234 Abstract 300509	29.86791	-94.22282
36	137	2180	Humble Camp Road	Beaumont, TX	77705	5.7 Acres out of Oak Park Acres, Abstract 047750, Jefferson County, Texas - (Oak Park Acres Pt Lts 9&10 Tract 2, B3 1.786 Ac, Oak Park Acres Lts 6-14, B2 Lts 9&10, Tract 1, B3 135.414 Ac)	29.9401	-94.111

Bidder Information Form

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

Bid Name & Number: Term Contract for Mowing for Jefferson County, IFB 19-044/YS

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address _____

City, State, Zip Code _____

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Company Name

For clarification of this offer, contact:

Address

Name _____

Signature of Person Authorized to Sign

E-mail

Printed Name

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Mowing 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 19-044/YS, Term Contract for Mowing 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

Total amount of bid \$ _____ **/annually**

List of equipment to be used:

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Telephone Number(s): _____

Fax Number(s): _____

Email: _____

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

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

Yes No

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

Yes No

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

4

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>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.</p>		
<p>1 <input type="text"/> Name of Local Government Officer</p> <p>2 <input type="text"/> Office Held</p> <p>3 <input type="text"/> Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p> <p>4 <input type="text"/> Description of the nature and extent of employment or other business relationship with vendor named in item 3</p> <p>5 <input type="text"/> 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).</p> <p style="margin-left: 20px;">Date Gift Accepted _____ Description of Gift _____</p> <p style="margin-left: 20px;">Date Gift Accepted _____ Description of Gift _____</p> <p style="margin-left: 20px;">Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center; margin-top: 10px;">(attach additional forms as necessary)</p> <p>6 <input type="text"/> AFFIDAVIT</p> <p style="margin-left: 20px;">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.</p> <p style="text-align: right; margin-top: 20px;">_____ Signature of Local Government Officer</p> <p style="margin-top: 10px;">AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p>	<p style="text-align: center;">OFFICE USE ONLY</p> <p>Date Received _____</p>	
<p>Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>		

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant’s organization)?

Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

Yes No

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

Contractor Name: _____ HUB: Yes No

Address: _____
 Street _____ City _____ State _____ Zip _____

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
 Street _____ City _____ State _____ Zip _____

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, _____, the undersigned representative of (company or business name)

(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

Date

On this _____ day of _____, 20____, personally appeared

_____, 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

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 _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

“I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said _____.
(name of firm)

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

Name and address of bidder: _____

Fax: _____ Telephone#: _____

by: _____ Title: _____
(print name)

Signature: _____

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

this the _____ day of _____, 20____.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.



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

July 22, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-038/YS, Term Contract for Paper Stock & Envelopes 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 Paper Stock & Envelopes for Jefferson County

BID NO: IFB 19-038/YS

DUE DATE/TIME: 11:00 AM CT, Tuesday, August 20, 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, Contract Specialist, ysauer@co.jefferson.tx.us.

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – July 24, 2019 and July 31, 2019

IFB 19-038/YS
Term Contract for Paper Stock & Envelopes for Jefferson County
Bids due: 11:00 AM CT, Tuesday, August 20, 2019

Table of Contents

Table of Contents	1
Instructions to Bidders	2
General Conditions of Bidding and Terms of Contract.....	6
Special Requirements/Instructions	16
Minimum Specifications.....	20
Bidder Information Form.....	22
Offer to Contract Form	23
Acceptance of Offer Form.....	24
Bid Form.....	25
Vendor References.....	29
Signature Page	30
Conflict of Interest Questionnaire	31
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY).....	32
Good Faith Effort Determination Checklist.....	33
Notice of Intent	34
HUB Subcontracting Participation Declaration Form	35
Residence Certification/Tax Form	39
House Bill 89 Verification.....	40
Senate Bill 252 Certification.....	41
Bid Affidavit	42

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 or 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 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," 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 of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or require 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 receipt 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 (1) 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 (1) 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 (1) 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 with 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 19-038/YS.

Scope

Vendor shall provide an annual supply of paper stock for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year, with an option to renew for four (4) additional years.

Jefferson County reserves the right to accept a bid in whole or in part, whichever is deemed to be in the best interest of Jefferson County.

Prices quoted shall remain firm for one (1) year from date of award except in the case of an increase from the bidder's supplier, in which case the successful bidder will be allowed to adjust his price, provided written notice is submitted to the Purchasing Agent with copies of supplier's invoices to substantiate the request for adjustment. The adjustment must not be more than the next low bidder's price. In the event the adjustments exceed the next low bid, Jefferson County reserves the right to re-award to that bidder. Jefferson County also reserves the right to re-solicit if price proves to be unreasonable. **Requests for increase must be in writing to be considered. No increase will be allowed for the first 90 days of the contract. No more than six (6) increases per year will be honored.**

Samples

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

Brand Name or Equal

List goods or services by brand name, model, and other identifying specifics, **except** for products that are equal to the characteristics of the named brand. Usually the composition of a brand name good and services are provided through labeling, but broader tolerances and less consistency from item to item may be expected as compared with standard goods. Other manufacturers may provide a nearly identical good under their own brand name. **This method will be employed by Jefferson County Purchasing if – and only if – there is sound justification. The burden of justification will rest with the user department.**

Approximate Annual Usage

Items listed on pages 25-28 indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased. Orders will be placed on an as-needed basis, delivered to various locations in Jefferson County, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

Delivery

Price quoted shall be F.O.B. delivered to various locations in Jefferson County with freight prepaid. Bidder bears freight charges. Vendor shall make deliveries between the hours of 8:00 am – 12:00 noon and 1:00 pm – 5:00 pm, Monday through Friday.

Contract

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

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 continue with an option for up to a four (4) year period.**

General Specifications

The items listed below indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased.

Bidder Information Form

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

Bid Name & Number: Term Contract for Paper Stock & Envelopes for Jefferson County, IFB 19-038/YS

Bidder's Company/Business Name: Dimsted-Kirk

Bidder's TAX ID Number: 13-0425246

Contact Person: EVA BILLOW **Title:** Manager

Phone Number (with area code): 409-840-4682

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

Fax Number (with area code): 409-840-4684

Email Address: papercenter15@okpaper.com

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

Address 1601 Valley View Ln.

Dallas, TX 75234

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:

Olmsted Kirk

Company Name

For clarification of this offer, contact:

1601 Valley View Ln.

Alan Proctor

Address

Name

Dallas, TX 75234

214-637-7146

214-637-2131

City

State

Zip

Phone

Fax

Al Pro

E-mail

Signature of Person Authorized to Sign

aaproctor@okpaper.com

Alan Proctor

Printed Name

Vice President

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Paper Stock & Envelopes 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 19-038/YS, Term Contract for Paper Stock & Envelopes 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

I. Paper Stock

Item	Description	Estimated Qty (Sheets)	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
1	20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4	200,000	Carvajal	\$ 6.05/m	5000	\$ 30.25/ctn
2	20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4	20,000	IP	\$ 7.10/m	5000	\$ 35.50/ctn
3	20 lb. Bond Paper, long grain, white 8½x14, Paper grade: Premium #4	100,000	IP	\$ 9.05/m	5000	\$ 45.25/ctn
4	20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4	30,000	IP	\$ 14.20/m	2500	\$ 35.50/ctn
5	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: Premium #4	100,000	IP	\$ 9.60/m	5000	\$ 48.00/ctn
6	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x14 – ream wrap only (combined total), Paper grade: Premium #4	100,000	IP	\$ 13.08/m	5000	\$ 65.40/ctn
7	20 lb. Bond Paper, colors (buff, salmon, goldenrod, pink, blue, canary, green), 8½x11	100,000	IP	\$ 9.60/m	5000	\$ 48.00/ctn
8	20 lb. Bond Paper, long grain, colors (ivory, goldenrod, pink, blue, canary, green), 8½x14	100,000	IP	\$ 13.08/m	5000	\$ 65.40/ctn
9	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1	6,500	Neenah	\$ 28.97/m	5000	\$ 144.85
10	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x14. Paper grade: #1	6,500	NO BID	\$ NO BID	NO BID	\$ NO BID

II. Card Stock

Item	Description	Estimated Qty (Sheets)	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
11	67 lb. Vellum cover stock (white) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	25,000	IP	\$ 16.86/m	2000	\$ 33.72/CTN
12	67 lb. Vellum cover stock (aqua, green, gold, blue, pink, ivory, yellow, grey) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	5,000	IP	\$ 18.30/m	2000	\$ 36.60/CTN
13	20 lb. #1 White Sulfite, long grain white, 8½x11 Hammermill. Paper grade: Grade 1 watermark	80,500	NO BID	\$ NO BID	NO BID	\$ NO BID
14	Brite Hue - 60 lb. text & cover 8½x11 (red, violet, green, orange, ultra fuchsia)	5,000	Neenah	\$ 14.42/m	5000	\$ 72.10/CTN
15	#80 8½x11 Classic Crest Avon Brilliant White	10,000	Neenah	\$ 68.00/m	2000	\$ 136.00/CTN
16	#80 8½x11 Classic Crest Avon Ivory	10,000	Neenah	\$ 68.95/m	2000	\$ 137.90/CTN
17	Olmsted-Kirk 80 lb. Starwhite Smooth Text Archiva, 8½x11	-----	Neenah	\$ 50.40/m	2000	\$ 100.80/CTN

III. Envelopes

Item	Description	Estimated Qty (Sheets)	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
18	24 lb. catalog envelopes 10"x13" white woven	6,000	Cenveo	\$ 64.70/m	500	\$ 32.35/CTN
19	28 lb. white catalog envelopes 9"x12"	1,500	Cenveo	\$ 54.48/m	500	\$ 27.24/CTN
20	15"x10" brown kraft gummed flap document envelopes 32#	6,500	Cenveo	\$ 99.00/m	500	\$ 49.50/CTN
21	#9 window envelopes - 24 lb. white wove	11,500	Cenveo	\$ 19.50/m	2500	\$ 48.75/CTN
22	#9 regular envelopes - 24 lb. white wove	10,500	Cenveo	\$ 17.26/m	2500	\$ 43.15/CTN

23	#10 window envelopes – 24 lb. white wove (hard boxes)	200,000	Cenveo	\$ 19.50/m	2500	\$ 48.75/ctn
24	#10 regular envelopes – 24 lb. white wove (hard boxes)	200,000	Cenveo	\$ 17.26/m	2500	\$ 43.15/ctn
25	#11 window envelopes – 28 lb. white wove	10,000	Cenveo	\$ 37.30/m	2500	\$ 93.25/ctn
26	#11 regular envelopes – 28 lb. white wove	15,000	Cenveo	\$ 34.20/m	2500	\$ 85.50/ctn
27	#12 window envelopes – 24 lb. white wove	3,000	Cenveo	\$ 49.10/m	2500	\$ 122.75/ctn
28	#12 regular envelopes – 24 lb. white wove	3,000	NO BID	NO BID	NO BID	NO BID
29	#10 brown kraft envelopes – 28 lb.	6,500	Cenveo	\$ 26.10/m	2500	\$ 65.25/ctn
30	#12 brown kraft envelopes – 28 lb.	25,000	Cenveo	\$ 50.85	2500	\$ 127.12/ctn
31	#14 brown kraft envelopes – 28 lb.	25,000	NO BID	NO BID	NO BID	NO BID
32	Opaque envelopes - 4½x9 (blue, green, natural, cream, gold, pink, gray, ivory, yellow)	20,000	Cenveo	\$ 23.26/m	2500	\$ 58.15/ctn

IV. No Carbon Required Paper

Item	Description	Estimated Qty (Sheets)	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
33	8½x11 2-part black image carbonless reverse collated	80,000	Appvion	\$ 26.05/m	5000	\$ 130.25/ctn
34	8½x11 Mead 3-part black image carbonless reverse collated	80,000	Appvion	\$ 29.30/m	5000	\$ 146.50/ctn
35	8½x11 Mead 4-part black image carbonless reverse collated	65,000	Appvion	\$ 31.30/m	5000	\$ 156.50/ctn
36	8½x11 Mead 5-part black image carbonless reverse collated	65,000	Appvion	\$ 32.20/m	5000	\$ 161.00/ctn
37	8½x14 Mead 2-part black image carbonless reverse collated	30,000	Appvion	\$ 33.15/m	5000	\$ 165.75/ctn
38	8½x14 Mead 3-part black image carbonless reverse collated	30,000	Appvion	\$ 56.90/m	5000	\$ 284.50/ctn

39	8½x14 Mead 4-part black image carbonless reverse collated	30,000	Appvion	\$ 39.85/m	5000	\$ 199.25/ctn
40	8½x14 Mead 5-part black image carbonless reverse collated	30,500	Appvion	\$ 41.05/m	5000	\$ 205.25/ctn
41	8½x11 Astro Bright Text, 60T	5,000	Neenah	\$ 14.42/m	5000	\$ 72.10/ctn
42	8½x11 Astro Bright Cover, 65C	5,000	Neenah	\$ 28.55/m	2000	\$ 57.10/ctn

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 TEXAS
 Address: 1711 San Jacinto Blvd. Austin, TX 78701
 Contact Person and Title: Yvette Marietta
 Phone: 512-463-6988 Fax: _____
 Email Address: _____ Contract Period: _____
 Scope of Work: _____

REFERENCE TWO

Government/Company Name: PLANO ISD
 Address: 6600 Alma Dr., Plano, TX 75023
 Contact Person and Title: Janis Hodges
 Phone: 469-752-0284 Fax: _____
 Email Address: _____ Contract Period: _____
 Scope of Work: _____

REFERENCE THREE

Government/Company Name: DALLAS ISD
 Address: 2525 South Ervay, Dallas, TX 75215
 Contact Person and Title: Cesar
 Phone: 972-925-4816 Fax: _____
 Email Address: _____ Contract Period: _____
 Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Olmsted Kirk

Bidder (Entity Name)

1601 Valley View

Street & Mailing Address

Dallas TX 75234

City, State & Zip

214 637-2220

Telephone Number

aproctor@okpaper.com

E-mail Address

Alan Proctor

Signature

Alan Proctor

Print Name

08-16-19

Date Signed

214 637-7146

Fax Number

Bidder Shall Return Completed Form with Offer.

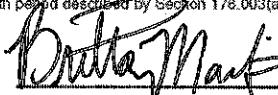
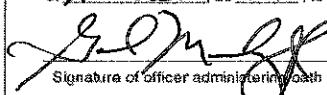
Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		
1	Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center; margin-bottom: 10px;">  </div>	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <p style="margin-top: 10px;">(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.)</p>	
3	Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; margin-top: 10px;">  </div>	
<p style="text-align: center;">Name of Officer</p> <p>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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>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?</p> <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>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?</p> <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <div style="text-align: center; margin-top: 10px;">  </div>		
4	<div style="text-align: center;">  Signature of vendor doing business with the governmental entity </div> <div style="text-align: center; margin-top: 10px;">  </div> <div style="text-align: center; margin-top: 10px;"> Date </div>	

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
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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.</p>		OFFICE USE ONLY <input type="text" value="Date Received"/>
1	Name of Local Government Officer <input type="text" value="N/A"/>	
2	Office Held <input type="text" value="N/A"/>	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code <input type="text" value="N/A"/>	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3 <input type="text" value="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 <p>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.</p> <p style="text-align: center;"> Signature of Local Government Officer</p>	
AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said <u>BRITNEY MARTINEZ</u> , this the <u>16</u> day of <u>August</u> , 20 <u>19</u> , to certify which, witness my hand and seal of office.		
 Signature of officer administering oath		<u>GAIL PEYTON MARKGRAF</u> Printed name of officer administering oath
 GAIL PEYTON MARKGRAF Notary ID # 126640063 My Commission Expires August 26, 2020		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.

Alan Proctor

Printed Name of Authorized Representative

Alan Proctor

Signature

Vice President

Title

8-10-19

Date

Bidder Shall Return Completed Form with Offer.

N/A

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

This information must be submitted with your bid.

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

Yes No

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

Contractor Name: _____ HUB: Yes No

Address: _____
Street _____ City _____ State _____ Zip _____

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street _____ City _____ State _____ Zip _____

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative


Signature of Representative

08-16-19

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.

NA

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
 Street _____ City _____ State _____ Zip _____

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

N/A

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet
(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

N/A

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

N/A

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): Alan Proctor

Title: Vice President

Signature: Alan Proctor

Date: 08-16-19

E-mail address: aproctor@okpaper.com

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

I certify that Olmsted-Kirk [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.):	<u>13-0425246</u>
Company Name submitting bid/proposal:	<u>Olmsted Kirk</u>
Mailing address:	<u>1601 Valley View Dallas, Tx 75234</u>
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.

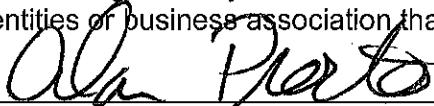
House Bill 89 Verification

I, Alan Proctor, the undersigned representative of (company or business name) Olmsted Kirk (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

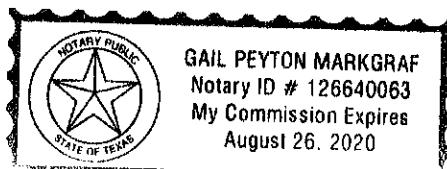
08-16-19

Date

On this 16 day of August, 20 19, personally appeared

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

Notary Seal



GAIL PEYTON MARKGRAF
Notary ID # 126640063
My Commission Expires
August 26, 2020

8-16-19

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.

Olmsted Kirk

Company Name

IFB 19-038/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 TEXAS

COUNTY OF Dallas

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

on this day personally appeared _____, who
(name)

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

"I, Alan Proctor _____ am a duly authorized officer of/agent
(name)
for Olmsted Kirk _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Olmsted Kirk
(name of firm)

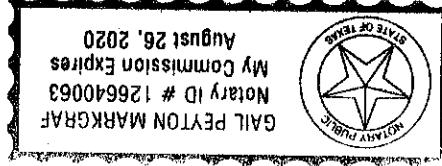
I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly 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: Olmsted Kirk
1601 Valley View Dallas, TX 75234
Fax: 214 637-2131 Telephone# 214637-2220
by: Alan Proctor Title: Vice President
(print name)

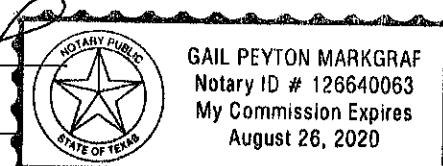
Signature: Alan Proctor

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

this the 17 day of August, 2019



GAIL PEYTON MARKGRAF
Notary Public in and for
the State of TEXAS



Bidder Shall Return Completed Form with Offer.

ORIGIN ID:PNXA (214) 637-7176
 ALONSO GOMEZ
 OLMSTED-KIRK PAPER CO
 1601 VALLEY VIEW LN
 DALLAS, TX 75234
 UNITED STATES US

SHIP DATE: 16AUG19
 ACTWGT: 2.00 LB MAN
 CAD: 0460957/CAFE3211

BILL SENDER

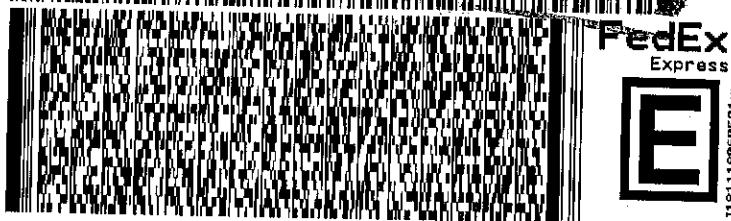
TO PURCHASING DEPT./DEBORAH L. CLARK
 JEFFERSON COUNTY
 1149 PEARL STREET, 1ST FLOOR

BEAUMONT TX 77701

(409) 835-8693 REF: 01001
 PO: ALAN/BID# IFB 19-038/YS

AUG 19 2019

DELT: BRITTANY



TRK#
0201 4901 1921 4860

MON - 19 AUG 3:00P
 STANDARD OVERNIGHT

B5 BPTA

77701
 TX-US IAH

RECEIVED 11:04 AM AUG 19 2019



opened by Connie Farcher (tax office)

4/8

FED EX 0201 4901 1921 4860



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

July 22, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-038/YS, Term Contract for Paper Stock & Envelopes 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 Paper Stock & Envelopes for Jefferson County

BID NO: IFB 19-038/YS

DUE DATE/TIME: 11:00 AM CT, Tuesday, August 20, 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, Contract Specialist, ysauer@co.jefferson.tx.us.

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – July 24, 2019 and July 31, 2019

IFB 19-038/YS
Term Contract for Paper Stock & Envelopes for Jefferson County
Bids due: 11:00 AM CT, Tuesday, August 20, 2019

Table of Contents

Table of Contents	1
Instructions to Bidders	2
General Conditions of Bidding and Terms of Contract.....	6
Special Requirements/Instructions	16
Minimum Specifications.....	20
Bidder Information Form.....	22
Offer to Contract Form.....	23
Acceptance of Offer Form.....	24
Bid Form.....	25
Vendor References	29
Signature Page	30
Conflict of Interest Questionnaire	31
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY).....	32
Good Faith Effort Determination Checklist.....	33
Notice of Intent	34
HUB Subcontracting Participation Declaration Form	35
Residence Certification/Tax Form	39
House Bill 89 Verification.....	40
Senate Bill 252 Certification.....	41
Bid Affidavit	42

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 or 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 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," 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 of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or require 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 (1) 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 (1) 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 (1) 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. § (IFB 19-038/YS), Term Contract for Paper Stock & Envelopes for Jefferson County

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 with 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 19-038/YS.

Scope

Vendor shall provide an annual supply of paper stock for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year, with an option to renew for four (4) additional years.

Jefferson County reserves the right to accept a bid in whole or in part, whichever is deemed to be in the best interest of Jefferson County.

Prices quoted shall remain firm for one (1) year from date of award except in the case of an increase from the bidder's supplier, in which case the successful bidder will be allowed to adjust his price, provided written notice is submitted to the Purchasing Agent with copies of supplier's invoices to substantiate the request for adjustment. The adjustment must not be more than the next low bidder's price. In the event the adjustments exceed the next low bid, Jefferson County reserves the right to re-award to that bidder. Jefferson County also reserves the right to re-solicit if price proves to be unreasonable. **Requests for increase must be in writing to be considered. No increase will be allowed for the first 90 days of the contract. No more than six (6) increases per year will be honored.**

Samples

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

Brand Name or Equal

List goods or services by brand name, model, and other identifying specifics, **except** for products that are equal to the characteristics of the named brand. Usually the composition of a brand name good and services are provided through labeling, but broader tolerances and less consistency from item to item may be expected as compared with standard goods. Other manufacturers may provide a nearly identical good under their own brand name. **This method will be employed by Jefferson County Purchasing if – and only if – there is sound justification. The burden of justification will rest with the user department.**

Approximate Annual Usage

Items listed on pages 25-28 indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased. Orders will be placed on an as-needed basis, delivered to various locations in Jefferson County, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

Delivery

Price quoted shall be F.O.B. delivered to various locations in Jefferson County with freight prepaid. Bidder bears freight charges. Vendor shall make deliveries between the hours of 8:00 am – 12:00 noon and 1:00 pm – 5:00 pm, Monday through Friday.

Contract

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

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 continue with an option for up to a four (4) year period.**

General Specifications

The items listed below indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased.

Bidder Information Form

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

Bid Name & Number: Term Contract for Paper Stock & Envelopes for Jefferson County, IFB 19-038/YS

Bidder's Company/Business Name: Western-Brw Paper Co. - Bosworth Papers

Bidder's TAX ID Number: 13 - 3670763

Contact Person: Mike Engminger **Title:** Customer Service Manager

Phone Number (with area code): 713 460 5060

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

Fax Number (with area code): 713 460 2037

Email Address: Customer service @ bosworth-papers. com

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

Address 10425 Okanella #1600

City, State, Zip Code Houston Tx 77041

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:

Western B&W Paper Co - Bosworth

Company Name

Po Box 40905

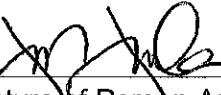
Address

Houston TX 77240

City

State

Zip



Signature of Person Authorized to Sign

Joseph T. Jordan

Printed Name

Executive Vice President

Title

For clarification of this offer, contact:

Joseph T. Jordan

Name

713 460 5020 713 460 2037

Phone

Fax

j.t.jordan@bosworthpaper.com

E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Paper Stock & Envelopes 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 19-038/YS, Term Contract for Paper Stock & Envelopes 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

I. Paper Stock

Item	Description	Estimated Qty (Sheets)	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
1	20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4	200,000	Domtar Copy	\$ 56.9	5000	\$ 284.5
2	20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4	20,000	Domtar Copy	\$ 63.4	5000	\$ 31.70
3	20 lb. Bond Paper, long grain, white 8½x14, Paper grade: Premium #4	100,000	Domtar Copy	\$ 80.6	5000	\$ 403.0
4	20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4	30,000	Domtar Copy	\$ 124.8	2500	\$ 31.70
5	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: Premium #4	100,000	Domtar Earth choice Colors	\$ 80.0	5000	\$ 40.00
6	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x14 – ream wrap only (combined total), Paper grade: Premium #4 <i># See Swatch for colors</i>	100,000	Domtar EARTHchoice Colors	\$ 107.8	5000	\$ 53.90
7	20 lb. Bond Paper, colors (buff, salmon, goldenrod, pink, blue, canary, green), 8½x11	100,000	Domtar EARTHchoice Colors	\$ 80.0	5000	\$ 40.00
8	20 lb. Bond Paper, long grain, colors (ivory, goldenrod, pink, blue, canary, green), 8½x14	100,000	Domtar EARTHchoice Colors	\$ 107.8	5000	\$ 53.90
9	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1	6,500	Neenah ATLAS Bond	\$ 244.4	5000	\$ 122.30
10	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x14. Paper grade: #1	6,500	No Bind	\$		\$ No Bind

All Prices Firm for 90 DAYS - Subject to Min increase w/ written notice thereafter *JPP*

II. Card Stock

Item	Description	Estimated Qty (Sheets)	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
11	67 lb. Vellum cover stock (white) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	25,000	DOMtar EARTHCHOICE VELLUM BRISTOL	\$ 16.04	2000	\$ 32.08
12	67 lb. Vellum cover stock (aqua, green, gold, blue, pink, ivory, yellow, grey) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4 <i>See Swatch for Colors</i>	5,000	DOMtar EARTHCHOICE Vellum Bristol	\$ 16.90	2000	\$ 33.80
13	20 lb. #1 White Sulfite, long grain white, 8½x11 Hammermill. Paper grade: Grade 1 watermark	80,500	No Bid	\$		\$ No Bid
14	Brite Hue – 60 lb. text & cover 8½x11 (red, violet, green, orange, ultra fuchsia) <i>See Swatch for Colors</i>	5,000	NEENAH ASTROBRIGHTS	\$ 13.37	5000	\$ 66.85
15	#80 8½x11 Classic Crest Avon Brilliant White <u>COVER</u>	10,000	neenah classic crest cover	\$ 63.60	2000	\$ 127.20
16	#80 8½x11 Classic Crest Avon Ivory <u>BRONZE COVER</u>	10,000	neenah classic crest cover	\$ 65.70	2000	\$ 131.40
17	Olmsted-Kirk 80 lb. Starwhite Smooth Text Archiva, 8½x11	-----	No Bid	\$		\$ No Bid

III. Envelopes

Item	Description	Estimated Qty (Sheets)	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
18	24 lb. catalog envelopes 10"x13" white woven	6,000	Cenveo	\$ 62.70	500/ctn	\$ 31.35
19	28 lb. white catalog envelopes 9"x12"	1,500	Cenveo	\$ 54.20	500/ctn	\$ 27.10
20	15"x10" brown kraft gummed flap document envelopes 32#	6,500	no bid	\$ no bid	no bid	\$ no bid
21	#9 window envelopes – 24 lb. white wove	11,500	no bid	\$ no bid	no bid	\$ no bid
22	#9 regular envelopes – 24 lb. white wove	10,500	Cenveo	\$ 18.62	2500	\$ 46.68

23	#10 window envelopes – 24 lb. white wove (hard boxes)	200,000	Centro	\$ <u>21 50/m</u>	2500	\$ <u>53 75</u>
24	#10 regular envelopes – 24 lb. white wove (hard boxes)	200,000	Centro	\$ <u>18 46/m</u>	2500	\$ <u>46 45</u>
25	#11 window envelopes – 28 lb. white wove	10,000	Centro	\$ <u>34 55/m</u>	2500	\$ <u>86 38</u>
26	#11 regular envelopes – 28 lb. white wove	15,000	Centro	\$ <u>36 25/m</u>	2500	\$ <u>90 63</u>
27	#12 window envelopes – 24 lb. white wove	3,000	No Bid	\$ No Bid	No Bid	\$ No Bid
28	#12 regular envelopes – 24 lb. white wove	3,000	Centro	\$ <u>52 75</u>	2500	\$ <u>131 88</u>
29	#10 brown kraft envelopes – 28 lb.	6,500	No Bid	\$ No Bid	No Bid	\$ No Bid
30	#12 brown kraft envelopes – 28 lb.	25,000	Centro	\$ <u>66 34</u>	2500	\$ <u>165 85</u>
31	#14 brown kraft envelopes – 28 lb.	25,000	No Bid	\$ No Bid	No Bid	\$ No Bid
32	Opaque envelopes - 4½x9 (blue, green, natural, cream, gold, pink, gray, ivory, yellow)	20,000	Leader Centro	\$ <u>28 84</u>	2500	\$ <u>72 10</u>

IV. No Carbon Required Paper

Item	Description	Estimated Qty (Sheets)	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
33	8½x11 2-part black image carbonless reverse collated	80,000	Nekoosa Carbonless	\$ <u>16 46</u>	5000	\$ <u>82 30</u>
34	8½x11 Mead 3-part black image carbonless reverse collated	80,000	Nekoosa Carbonless	\$ <u>18 54</u>	5000	\$ <u>92 70</u>
35	8½x11 Mead 4-part black image carbonless reverse collated	65,000	Nekoosa Carbonless	\$ <u>19 81</u>	5000	\$ <u>99 05</u>
36	8½x11 Mead 5-part black image carbonless reverse collated	65,000	Nekoosa Carbonless	\$ <u>20 02</u>	5000	\$ <u>100 35</u>
37	8½x14 Mead 2-part black image carbonless reverse collated	30,000	Nekoosa Carbonless	\$ <u>21 74</u>	5000	\$ <u>108 80</u>
38	8½x14 Mead 3-part black image carbonless reverse collated	30,000	Nekoosa Carbonless	\$ <u>24 50</u>	5000	\$ <u>122 50</u>

39	8½x14 Mead 4-part black image carbonless reverse collated	30,000	NEKOOSA carbonless	\$ 26 ²⁰	5000	\$ 131 ⁰⁰
40	8½x14 Mead 5-part black image carbonless reverse collated	30,500	NEKOOSA carbonless	\$ 27 ⁷⁵	5000	\$ 135 ⁷⁵
41	8½x11 Astro Bright Text, 60T	5,000	neenah astrobrights	\$ 13 ³⁷	5000	\$ 66 ⁸⁵
42	8½x11 Astro Bright Cover, 65C	5,000	neenah astrobrights	\$ 26 ⁵⁰	2000	\$ 53 ⁰⁰

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Choice Partners Purchasing Cooperative
 Address: 6005 Westview, Houston Tx 77055
 Contact Person and Title: Jeff Drury - Director
 Phone: 713 696 0786 Fax: 713 696 0731
 Email Address: jeff@choicepartners.org Contract Period: 2010 ~ Present
 Scope of Work: Paper for Schools (universities) co-operative Members

REFERENCE TWO

Government/Company Name: PASADENA ISD
 Address: 1515 Cherrybrook Lane, Pasadena, TX 77502
 Contact Person and Title: Derek Gillard, Purchasing Director
 Phone: 713 740 0195 Fax: 713 740 4033
 Email Address: djillard@pasadenaisd.org Contract Period: 2016 - Present
 Scope of Work: Paper for warehouse, copiers, print shop

REFERENCE THREE

Government/Company Name: KATY ISD
 Address: Po Box 159, Katy Tx 77492
 Contact Person and Title: Kim Smith, Buyer II
 Phone: 281-396-7585 Fax: 281-644-1828
 Email Address: Kimberly.gsmith@katyisd.org Contract Period: 2016 - Present
 Scope of Work: Paper for copiers, print shop

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.

Western B&W Paper Co / Bosworth Papers

Bidder (Entity Name)

10425 Oceanella #600 / PO Box 40105

Houston TX 77041

Street & Mailing Address

See above

City, State & Zip

713 460 5060

Telephone Number

jtjordan@bosworthpapers.com

E-mail Address



Signature

Joseph T. Jordan

Print Name

8-12-2019

Date Signed

713 460 2037

Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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.

Western Brew Paper Co. Inc. - Bosworth Papers

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

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

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

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

N/A

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

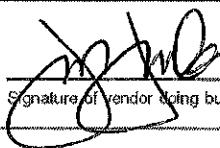
Yes No

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

Yes No

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

4


Signature of vendor doing business with the governmental entity

8-12-2019

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
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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.</p>		OFFICE USE ONLY <input style="width: 100%; height: 100%;" type="text"/> Date Received
1	<input style="width: 100%; height: 100%;" type="text"/> Name of Local Government Officer	
2	<input style="width: 100%; height: 100%;" type="text"/> Office Held	
3	<input style="width: 100%; height: 100%;" type="text"/> Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	<input style="width: 100%; height: 100%;" type="text"/> Description of the nature and extent of employment or other business relationship with vendor named in Item 3	
5	<p><input style="width: 100%; height: 100%;" type="text"/> 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).</p> <p>Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p>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.</p> <p style="text-align: right;">_____ Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p>	
<input style="width: 30%;" type="text"/> Signature of officer administering oath <input style="width: 30%;" type="text"/> Printed name of officer administering oath <input style="width: 30%;" type="text"/> 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?

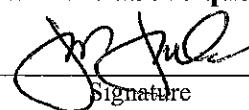
Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why**.

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.

Joseph T Jordan

Printed Name of Authorized Representative



Signature

Executive Vice President

Title

8-12-2019

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: _____ HUB: Yes No

Address: _____
 Street _____ City _____ State _____ Zip _____

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
 Street _____ City _____ State _____ Zip _____

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: We are doing work with our own personnel

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): Joseph T Jordan

Title: Executive Vice President

Signature: 

Date: 8-12-2019

E-mail address: jtdjordan@bosworthpapers.com

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

Name (print or type): Mike Ensminger

Title: Customer Service Manager

Date: 8-12-2019

E-mail address: mensminger@bosworthpapers.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 Western Brew Paper - Bosworth [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.):	13 - 3670763
Company Name submitting bid/proposal:	<u>Western Brew Paper - Bosworth Papers</u>
Mailing address:	<u>P.O. Box 40905, Houston, TX 77240</u>
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, Joseph T Jordan, the undersigned representative of (company or business name) Western BRW Paper Co - Bosworth Papers (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

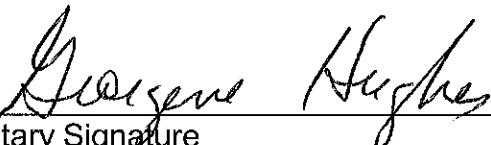
8-12-2019

Date

On this 12 day of August, 2019, personally appeared

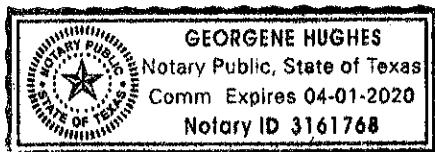
Joseph Jordan, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal


Notary Signature

Date

08/12/19



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.

Western B&W Paper Co Inc - Bosworth Papers
Company Name

IFB 19-038/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 _____ COUNTY OF _____

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

on this day personally appeared Joseph T Jordan, who
(name)

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

"I, Joseph T Jordan am a duly authorized officer of/agent
(name) for Western B&W Paper Co Inc - Bosworth Papers and have been duly authorized to execute the
(name of firm) foregoing on behalf of the said Western B&W Paper Co Inc - Bosworth Papers
(name of firm)

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

Name and address of bidder: Western B&W Paper Co Inc - Bosworth Papers

10425 OLANELLA #600, Houston Tx 77041

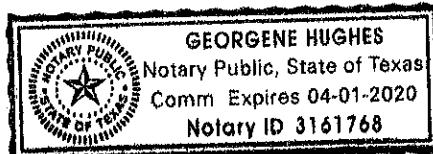
Fax: 713 460 2037 Telephone# 713 460 5060

by: Joseph T Jordan Title: Executive Vice President
(print name)

Signature: 

SUBSCRIBED AND SWORN to before me by the above-named
Joseph T Jordan on

this the 12 day of August, 2019.



Geogene Hughes
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

Bosworth

Bosworth Papers, Inc.
P.O. Box 40905 Houston, Texas 77240

DeBORAH CLARK
PURCHASING AGENT
Jefferson County Purchasing Dept
1149 Pearl ST 1ST Floor
BEAUMONT TX 77701
Rec. 8/13/13 2:09 PM Ysawm

FAILED Bid

Bid NUMBER 1FB 19-038/15

BID NAME: TERM Contract for Paper Stock and
Envelopes for Jefferson County

DUE DATE 11AM CT TUESDAY 8-20-2019



COMMERCIAL CONTRACT TERMINATION NOTICE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2010

TO: Jefferson County Texas , Buyer Seller

FROM: Clark C. Shofner , Buyer Seller

RE: The contract concerning the Property at 17.97 Acres on Viterbo Road, ,

dated March 25, 2019 (effective date of contract).

Check all that apply.

- A. Buyer notifies Seller that Buyer terminates the contract in accordance with Paragraph 7B of the contract and requests the escrow agent to refund the earnest money to Buyer in accordance with the terms of the contract.
- B. The contract is terminated in accordance with Paragraph _____ of the contract.
- C. Attached to this notice is a release of earnest money executed by the undersigned instructing the escrow agent to release the earnest money. (Attach TXR-1904 Release of Earnest Money or other form.)
- (1) After you and your broker (if applicable) sign the release, please return it to the following person who will deliver it to the escrow agent and request that the escrow agent disburse the earnest money accordingly:

Name: Lee Y. Wheeler, III

Address: 400 Neches Street, Beaumont, TX. 77701

- (2) You may deliver the release to the escrow agent and request the escrow agent to disburse the earnest money accordingly.

- D. Other:

ATTEST
DATE



By: Clark C. Shofner

DocuSigned by:

By (signature): Clark C. Shofner

Printed Name: Clark C. Shofner

Title: 1006F4522570A6

Date: 6/19/2019 | 17:42 CDT

By: Jefferson County, Texas

By (signature): Jeff R. Branick

Printed Name: Jeff R. Branick

Title: County Judge

Date: August 12, 2019



COMMERCIAL CONTRACT TERMINATION NOTICE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2010

TO: Jefferson County Texas , Buyer Seller

FROM: Clark C. Shofner , Buyer Seller

RE: The contract concerning the Property at 17.97 Acres on Viterbo Road ,

dated March 25, 2019 (effective date of contract).

Check all that apply.

- A. Buyer notifies Seller that Buyer terminates the contract in accordance with Paragraph 7B of the contract and requests the escrow agent to refund the earnest money to Buyer in accordance with the terms of the contract.
- B. The contract is terminated in accordance with Paragraph _____ of the contract.
- C. Attached to this notice is a release of earnest money executed by the undersigned instructing the escrow agent to release the earnest money. (Attach TXR-1904 Release of Earnest Money or other form.)
- (1) After you and your broker (if applicable) sign the release, please return it to the following person who will deliver it to the escrow agent and request that the escrow agent disburse the earnest money accordingly:

Name: Lee Y. Wheeler, III

Address: 400 Neches Street, Beaumont, TX. 77701

- (2) You may deliver the release to the escrow agent and request the escrow agent to disburse the earnest money accordingly.

- D. Other:

ATTEST
DATE Carolyn L. Hunday



By: Clark C. Shofner

DocuSigned by:

By (signature): Clark C. Shofner

Printed Name: Clark C. Shofner

Title: _____ Date: 6/19/2019 | 17:42 CDT

By: Jefferson County, Texas

By (signature): Jeff R. Branick

Printed Name: Jeff R. Branick

Title: County Judge Date: August 12, 2019

ATTACHMENT A

**IFB 16-019/YS, Term Contract for Sheriff's Department (Jefferson County)
Law Enforcement Equipment and Uniforms
Awarded August 22, 2016**

Item	Description	Vendor	Price Ea.	Proposed Price
1	Male Prestige Advance Trouser (Elbeco E494RN)	GT Distributors	68.59	
2	Male Prestige Advance LS Shirt (Elbeco 840N)	Galls, LLC	59.93	62.93
3	Male Prestige Advance SS Shirt (Elbeco 8440N)	Galls, LLC	54.66	57.39
4.	Female Prestige Advance LS Shirt (Elbeco 9340LCN)	Galls, LLC	59.93	62.93
5.	Female Prestige Advance SS Shirt (Elbeco 9840LCN)	Galls, LLC	54.66	57.39
6.	Female Prestige Advance Trouser (Elbeco 9494LCN)	GT Distributors	68.29	
7.	Elbeco Tex-Trop w/ zip – F – LS (Elbeco 9314LCN)	Galls, LLC	37.41	39.28
8.	Elbeco Tex-Trop w/ zip – F – SS (Elbeco Z9814LCN)	Galls, LLC	35.11	36.87
9.	Elbeco Tex-Trop w/ zip – M – LS (Elbeco Z314N)	Galls, LLC	37.41	39.28
10.	Elbeco Tex-Trop w/ zip – M – SS (Elbeco Z3314N)	Galls, LLC	35.11	36.87
11.	Male Tex-Trop Trouser (Elbeco E314RN)	Galls, LLC	42.99	45.14
12.	Elbeco Tex-Trop – F – LS (Elbeco 9314LCN)	Galls, LLC	34.84	36.58
13.	Elbeco Tex-Trop – F – SS (Elbeco 9814LCN)	Galls, LLC	31.77	33.36
14.	Elbeco Tex-Trop – M – LS (Elbeco 314N)	Galls, LLC	35.64	37.42
15.	Elbeco Tex-Trop – M – SS (Elbeco 3314N)	Galls, LLC	31.77	33.36
16.	Female Tex-Trop Trouser (Elbeco E9314LC)	Galls, LLC	42.99	45.14
17.	Jacket (Elbeco 3800)	No bid/discontinued		
18.	Polo Shirt (Cornerstone CS410)	Galls, LLC	31.72	33.31
19.	Horace Small Sentry Windbreaker (Liberty 560MBK)	Galls, LLC	20.39	21.41
20.	Name Badge (Blackinton J2)	GT Distributors	11.23	
21.	Raincoat (Neese Industries #447RSC3M))	GT Distributors	63.48	
22.	Belt (Safariland 87)	GT Distributors	48.25	

			Additional cost for size 46 & up	
23.	Belt (Safariland 99)	GT Distributors	25.15 Additional cost for size 46 & up	
24.	Belt (5.11 TACTICAL 59501 – Burgoon Company)	Burgoon Company	30.00	45.60
25.	Cuff Case (Safariland SAF-190-2B)	GT Distributors	24.13	
26.	Cuff Case (Safariland SAF-090-1-16)	GT Distributors	18.71	
27.	Baton Holder (G&G B560)	10-32 Supply	15.00	
28.	Holster Level III (Safariland 6360)	Burgoon Company	139.00	237.16
29.	Holster Level III (Safariland SAF-070-83-161))	GT Distributors	131.87	
30.	Double Magazine Holder (Safariland SAF-77-83-2PBL)	GT Distributors	26.48	
31.	Double Magazine Holder (Safariland SAF-75-83-2)	GT Distributors	20.47	
32.	OC Spray Holder (Safariland SAF-38-4-2B)	GT Distributors	20.47	
33.	Belt Keepers (Safariland SAF-63-2B)	GT Distributors	4.54	
34.	S.O. Lapel Pin (Blackinton BL-J110)	GT Distributors	4.85	
35.	Traffic Vest (Vizguard S912)	Galls, LLC	36.90	38.75
36.	Handcuffs, Nickel (Peerless M901P)	ICS Jail Supplies, Inc.	21.73	23.50
37.	Red Cone Stinger (STL-75903)	GT Distributors	3.76	
38.	Red Cone SL20 (STL-22511)	GT Distributors	4.29	
39.	Stinger Flashlight (Streamlight 75014)	Burgoon Company	110.00	148.68
40.	Stinger Flashlight Battery (STL-75175)	GT Distributors	12.70	
41.	Stinger Flashlight Bulb (STL-75914)	GT Distributors	5.52	
42.	Stinger Flashlight Lens Kit (Streamlight 75956)	Burgoon Company	26.20	
43.	Stinger DS LED – aluminum (STL-75866)	GT Distributors	89.43	
44.	Stinger DS LED – polymer (STL-76113)	GT Distributors	94.15	
45.	SC20XP LED Flashlight – alum. (Streamlight 25103)	Burgoon Company	94.57	132.38
46.	SC20XP LED Flashlight – nylon (STL-25103)	GT Distributors	87.17	
47.	Maglite Flashlight (Maglite RL 1019)	Galls, LLC	100.43	105.45
48.	Maglite Flashlight Battery (Maglite ARX235)	Galls, LLC	29.77	31.26
49.	Maglite Flashlight Bulb (Maglite LR00001)	Galls, LLC	5.12	5.38
50.	ASP Baton, Black (ASP-52611)	GT Distributors	78.60	

51.	Kevlar Gloves (DAM-DMZ33-B)	GT Distributors	33.58	
52.	Leg Irons, Standard (Peerless M902)	ICS Jail Supplies, Inc.	36.58	38.50
53.	Molded One-Piece Seat Org. (GT-BR-017)	GT Distributors	Discontinued	
54.	Additional Items (% off)	GT Distributors	15% GT catalog or website	
55.	Ballistic Vests (% off) (Point Black Alpha Elite 3A)	Galls, LLC	45%	

Vendor shall comply with 15-day delivery whenever possible and shall notify the department in the event that the order will take longer.

10-32 Supply
 1048 Neches Street
 Beaumont TX 77701
 Attn: Bobby F. Goza
 Phone: 409-832-4475
 Fax: 409-832-4481
bfg1032@hotmail.com

Burgoon Company
 2727 Broadway
 Galveston TX 77550
 Attn: Donna Hanson
 Phone: 800-287-4666
 Fax: 800-724-0267
dhanson@burgooncompany.com

GT Distributors, Inc.
 2545 Brockton Drive, Suite 100
 Austin TX 78758
 Attn: Jamy Copeland
 Phone: 800-252-8310
 Fax: 800-480-5845
txbids@gtdist.com

Galls, LLC
 1340 Russell Cave Road
 Lexington KY 40505
 Attn: Rob Hauswald
 Phone: 800-876-4242
 Fax: 859-266-7227
hauswald-rob@galls.com

ICS Jail Supplies, Inc.
 PO Box 21056
 Waco TX 76702
 Attn: Maegan Eisenman
 Phone: 254-751-1566
 Fax: 254-751-0299
bids@icswaco.com



August 19, 2019

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

RE: IFB 16-019/YS, Term Contract for Sheriff's Department (Jefferson County) Law Enforcement Equipment and Uniforms

Dear Ms. Clark,

I am including in my renewal packet a quote with includes an escalation in price for the 5 items we are awarded on this contract. The prices on this list were quoted in 2016 and we were able to hold the prices until this year. I have searched and requested the very best prices possible.

Please let me know if these are acceptable or if I need to do something else.

Thank you for your opportunity.

Sincerely,

Donna Hanson

**Donna Hanson
President/Owner
Burgoon Company**

Burgoen

Company

8/5/2019
Quoted By: Demetres Thompson

Requestor Information		Ship to Information			
Account Number: 886563742		Company: Jefferson County-Beaumont, TX			
Requestor: Jefferson County		Address: 1149 Pearl Street			
Phone:		City: Beaumont			
Email:		State: TX	ZIP:77701		

Item Number	Description	Qty	Unit Price	ETA	Total
Quote# 409541/ 2041370776					45 day lead time
22MP01	5.11 TACTICAL - TK31623897T Casual Belt Mens Tactical Style Size S Width 1-12 In. Material Full Grain Leather Color Black Features Ergonomically Curved Material - Duty Belts and Harnesses Full Grain Leather Mfr Model #: 59501	1	\$45.60	15-17 BD	\$45.60
6360	HOLSTER Mfr Brand Name SAFARILAND Customer Part No.: Carrier: 29811 - UPS GROUND Cost expiration date: 09/30/2019 Taxable: NO Non-Cancelable and Non-Returnable	1	\$237.16	45 BD	\$237.16
75713	FLASHLIGHT Mfr Brand Name STREAMLIGHT Customer Part No.: Carrier: 29811 - UPS GROUND Cost expiration date: Taxable: NO	1	\$148.68	1-3 BD	\$148.68
75956	FLASHLIGHT Mfr Brand Name STREAMLIGHT Customer Part No.: Carrier: 29811 - UPS GROUND Cost expiration date: 12/31/2019 Taxable: NO	1	\$24.13	14 BD	\$24.13
480V84	FLASHLIGHT Mfr Brand Name STREAMLIGHT Customer Part No.: Carrier: 29811 - UPS GROUND Cost expiration date: 14:14 Taxable: NO Mfr Model # 25303	1	\$132.38	3-5 BD	\$132.38

Burgoon

Company

8/5/2019

Quoted By: Demetres Thompson

PRICES GOOD FOR 30 DAYS				
GRAND TOTAL: \$587.95				

Thank you for allowing Burgoon Company the opportunity to provide you with this quote. For expedited order processing please reference the above quote number. Once we receive permission to place this order, we will provide confirmation and tracking information until you have successfully received all of these items. Please let us know if you have any questions or comments concerning our quote or throughout our fulfillment process. If you need to return any products, please contact Burgoon Company so that we can provide you with instructions and expedited credits. All returns are subject to the manufacturers return policy and must include the packing slip along with a Return Authorization number. Please note that special order items may not be returnable and restocking fees may apply.

Donna Hanson
President

TO PLACE AN ORDER:**PHONE: (800) 287-4666****FAX: (800) 724-0267****EMAIL: office@burgooncompany.com**



1340 Russell Cave Road
Lexington, KY 40505

08/08/2019

Via *electronic mail*

Attn: Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Re: Contract No. 16-019/YS - Request for Renewal and Price Increase

Dear Ms. Lowe:

Galls, LLC ("Galls") will be happy to renew Contract No. 16-019/YS (the "Contract"), however due to increased costs from our suppliers and changes to market conditions affecting labor, utility, and shipping costs, Galls is requesting a price increase on the affected goods and services provided by Galls on the Contract.

As evidence of the above and for your records, please find enclosed documentation supporting this request. Also enclosed is an updated pricing schedule detailing the increase.

This request is in accordance with the Contract and if approved will take effect on the effective date of the renewal term. If you have any questions, please contact Amelia Smeltzer at 859-800-1400 or Smeltzer-Amelia@galls.com.

We appreciate your attention to this important matter.

Regards,

Tiffany Brewer
Senior Manager, Contract Compliance
Galls, LLC

Enclosure: Producer Price Index
Updated Pricelist



Customer: Jefferson County Sheriff
 Attn: 0
 Rep Name: Tara Beulah / Joe Braaksma

Acct #: 1000946081 & 1000945834
 Qty of Orders: 0
 Shipping Charge: \$ -

Date: 8/8/2019
 Quote Number:

GQ Item#	Mft Model #	Description	QTY	Your Price	New Price
SG908 NAV	Elbeco Incorporated 840N	DISTINCTION MENS L/S SHIRT	1	\$ 59.93	\$ 62.93
SG909 NAV	Elbeco Incorporated 8840N	DISTINCTION MENS S/S SHIRT	1	\$ 54.66	\$ 57.39
SG916 NAV	Elbeco Incorporated 9340LCN	DISTINCTION LADIES L/S SHIRT	1	\$ 59.93	\$ 62.93
SG917 NAV	Elbeco Incorporated 9840LCN	DISTINCTION LADIES S/S SHIRT	1	\$ 54.66	\$ 57.39
SH875 MDNV	Elbeco 9314LCN	WOMENS TEXTROP2 ZIP FRONT LS SHIRT	1	\$ 37.41	\$ 39.28
SH886 DKNV	Elbeco Z9814LCN	WOMENS TEXTROP2 ZIP FRONT SS SHIRT	1	\$ 35.11	\$ 36.87
SH878 MDNV	Elbeco Z314N	TEXTROP2 MENS LS ZIPPERED SHIRT	1	\$ 37.41	\$ 39.28
SH885 MDNV	Elbeco Incorporated Z3314N	MENS TEX TROP2 SS ZIP SHIRTS	1	\$ 35.11	\$ 36.87
TU610 DKNV	Elbeco E314RN	MENS TEX TROP2 UNIFORM TROUSERS w/ STRIPING	1	\$ 42.99	\$ 45.14
SH875 MDNV	Elbeco Incorporated 9314LCN	TEXTROP2 WOMENS LS SHIRT	1	\$ 34.84	\$ 36.58
SH856 MDNV	Elbeco Incorporated 9814LCN	TEXTROP2 FEMALE SS SHIRT	1	\$ 31.77	\$ 33.36
SH874 MDNV	Elbeco 314N	TEX TROP2 MENS LS SHIRT	1	\$ 35.64	\$ 37.42
SH855 DKNV	Elbeco 3314N	TEX TROP2 MALE SS SHIRT	1	\$ 31.77	\$ 33.36
TU611 DKNV	Elbeco E9314LC	WOMENS TEXTROP2 TROUSERS W/STRIPING	1	\$ 42.99	\$ 45.14
ST147 DKNV	Cornerstone CS410	POLO WITH LC EMBROIDERY	1	\$ 31.72	\$ 33.31
JC259	Liberty 560MBK	LINED WINDBREAKER	1	\$ 20.39	\$ 21.41
HS445	Spiewak S912	VIZGUARD AIRFLOW PUBLIC SAFETY VEST W/ BADGE TAB	1	\$ 36.90	\$ 38.75
FH845BLKAD	MAG INSTRUMENT INC RL1019	MAG LED CHARGER FLASHLIGHT	1	\$ 100.43	\$ 105.45
ZF347	MAG INSTRUMENT INC ARXX235	MAGCHARGER BATTERY STICK	1	\$ 29.77	\$ 31.26
BU044	MAG INSTRUMENT INC LR00001	MAG CHARGER REPLACEMENT BULB	1	\$ 5.12	\$ 5.38

PPI Commodity Data
Original Data Value

Series Id:	WPU61
Not Seasonally Adjusted	
Series Title:	PPI Commodity data for Contract work on textile
Group:	Contract work on textile products, apparel, and leather
Item:	Contract work on textile products, apparel, and leather
Base Date:	201006
Years:	2010 to 2019

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010						100.0	99.7	100.0	100.3	99.7	99.7	99.6
2011	99.6	101.9	102.1	102.0	102.1	102.2	102.3	102.7	102.8	102.3	102.2	102.6
2012	103.4	103.5	103.5	103.7	103.7	103.7	103.7	103.7	103.8	103.8	103.8	103.9
2013	104.0	104.1	104.2	104.2	104.2	104.2	104.2	104.2	104.2	104.4	104.3	104.1
2014	104.1	104.0	104.0	104.0	104.0	104.0	104.0	104.0	104.3	105.1	105.3	105.5
2015	106.4	106.3	106.2	106.3	106.3	106.3	106.4	106.4	106.6	106.6	106.6	107.0
2016	107.2	107.9	108.3	108.1	108.1	108.1	108.1	108.3	108.3	109.9	108.4	108.4
2017	108.5	108.7	108.8	108.8	108.8	108.8	108.9	108.9	109.2	109.2	109.2	109.2
2018	109.7	110.0	110.1	110.1	110.2	110.3	110.5	110.9	111.2	111.7	111.9	112.0
2019	113.7	114.2	114.8	114.4	115.3	115.3						

5%



August 7, 2019

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

RE: (IFB 16-019/YS), Term Contract for Sheriff's Department (Jefferson County) Law Enforcement Equipment and Uniforms

To Whom It May Concern:

Due to the rising cost of materials, recently imposed tariffs and transportation cost over the term of the contract, we must request a price escalation on the below contracted items:

Item 36 (#M901P; Handcuffs, Nickel) \$21.73 each
****New Price - \$23.50 each**

Item 52 (#M902; Leg Irons, Nickel) \$36.58 each
****New Price - \$38.50 each**

We would like the amendment for extension to allow us to increase the price accordingly as mentioned above. All other terms and conditions remain unchanged effective 08/19/2019 thru 08/20/2020.

Should you need additional information, please do not hesitate to contact us!

Thank you,

Eryn E. Putman
Associate Director of Sales

ICS Jail Supplies, Inc.
Supplying Jails Since 1985!
Waco, Texas
800-524-5427 x.104
254-751-1566
254-751-0299 fax
Sales403@icswaco.com

P.O. BOX 21056
WACO, TEXAS
76702-1056

- 1 -

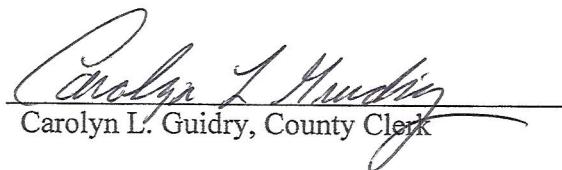
(800) 524-5427
FAX: (254) 751-0299
SALES@ICSWACO.COM
BIDS@ICSWACO.COM
WWW.ICSWACO.COM

**CONTRACT RENEWAL FOR IFB 16-019/YS
TERM CONTRACT FOR SHERIFF'S DEPARTMENT (JEFFERSON
COUNTY) LAW ENFORCEMENT EQUIPMENT AND UNIFORMS**

The County entered into a contract with Burgoon Company for one (1) year, from August 22, 2016 to August 21, 2017, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from August 19, 2019 to August 18, 2020.

ATTEST:

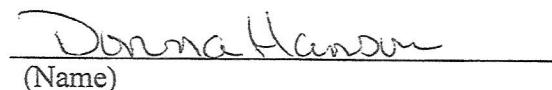

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:
Burgoon Company

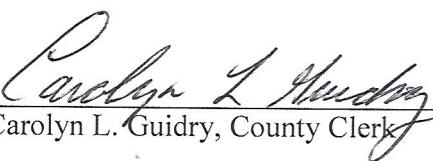

(Name)

**CONTRACT RENEWAL FOR IFB 16-019/YS
TERM CONTRACT FOR SHERIFF'S DEPARTMENT (JEFFERSON
COUNTY) LAW ENFORCEMENT EQUIPMENT AND UNIFORMS**

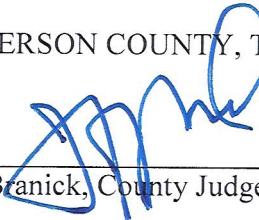
The County entered into a contract with GT Distributors for one (1) year, from August 22, 2016 to August 21, 2017, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from August 19, 2019 to August 18, 2020.

ATTEST:

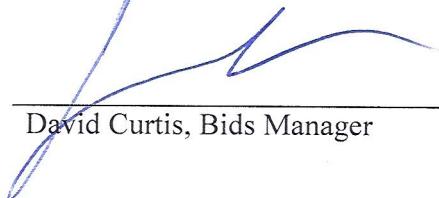

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:
GT Distributors

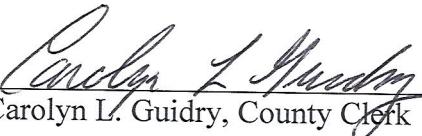

David Curtis, Bids Manager

**CONTRACT RENEWAL FOR IFB 16-019/YS
TERM CONTRACT FOR SHERIFF'S DEPARTMENT (JEFFERSON
COUNTY) LAW ENFORCEMENT EQUIPMENT AND UNIFORMS**

The County entered into a contract with Galls, LLC for one (1) year, from August 22, 2016 to August 21, 2017, with an option to renew the contract for up to a five (5) year period.

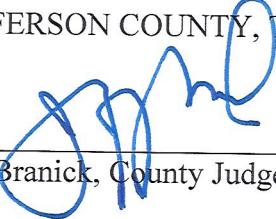
Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from August 19, 2019 to August 18, 2020.

ATTEST:


Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge

CONTRACTOR:
Galls, LLC

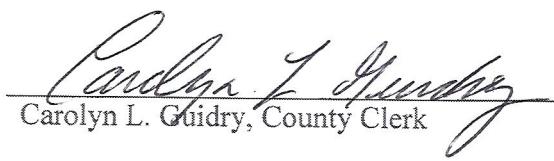

(Name)

**CONTRACT RENEWAL FOR IFB 16-019/YS
TERM CONTRACT FOR SHERIFF'S DEPARTMENT (JEFFERSON
COUNTY) LAW ENFORCEMENT EQUIPMENT AND UNIFORMS**

The County entered into a contract with ICS Jail Supplies, Inc. for one (1) year, from August 22, 2016 to August 21, 2017, with an option to renew the contract for up to a five (5) year period.

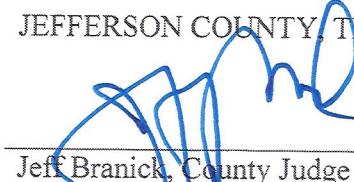
Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from August 19, 2019 to August 18, 2020.

ATTEST:

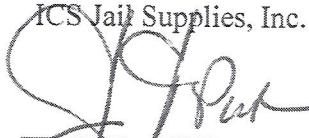

Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge

CONTRACTOR:
ICS Jail Supplies, Inc.


(Name)

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



2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
 t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

August 21, 2019

Mr. Don Rao
 Jefferson County Engineering Dept.
 1149 Pearl Street, 5th Floor
 Beaumont, Texas 77701

Re: Slphon Control Structures at Oilcut Ditch and Salt Bayou at the GIWW - PO# 075753
 Change Order Request No. 2
 LJA Project No. B079-1012

Dear Mr. Rao,

MK Constructors has completed the installation of all 4 – 36" HDPE (directional drill) pipes at the Salt Bayou location. Upon completing the installation of the pipes, it came to their attention that the 36" HDPE pipes would not lay back down level as designed in the construction plans. Because of the rigidity of the HDPE pipe and the extremely wet ground conditions, there would need to be a design modification in order to get the pipes to lay back down at the elevation of the aluminum box structures.

It was discussed with LJA and MK that the best solution would be to install bends on the pipes. Below is the breakdown of the cost estimate to furnish and install 16 HDPE bends for the 36" HDPE pipes at both Salt Bayou and Oilcut Ditch.

Furnish and install 16 HDPE bends for the 36" HDPE (directional drilled) pipes.

- (16) 36" HDPE Bends
- (16) layouts and cuts to adjust elevation for each bend transition
- (48) Extra fuse welds for each bend (welds made downhole at proposed elevation)
- Mobilization for material and equipment to furnish and fuse bends

Cost Breakdown:

Material -	\$24,800.00
Equipment -	\$16,330.00
Labor -	\$19,500.00
Fusing -	\$32,000.00
Mobilization -	\$25,000.00
Profit -	\$11,645.00
TOTAL -	\$129,275.00

LJA Engineering and MK Constructors look forward to the progress of the project and appreciate Jefferson County for your continued support.

Sincerely,

Victoria Dai

Victoria Dai, P.E.
 LJA Engineering

Mike Suire

Mike Suire
 MK Constructors



ATTEST
DATE



Jefferson County Purchasing Department
Jefferson County, Texas

Construction Contract Change Order Request Form

Engineer: LJA Engineering, Inc. 2615 Calder Ave, Suite 500 Beaumont, Texas 77702	Owner: Jefferson County, Texas 1149 Pearl Street, 1st Floor Beaumont, Texas 77701	Contractor: MK Constructors PO Box 1208 Vidor, Texas 77670	
PO# 075753 IFB 17-043/JW Agreement Date: June 3, 2019 Change Order No.: 2	Contract For: Siphon Control Structures at Oilcut Ditch and Salt Bayou at the Gulf Intracoastal Waterway for Jefferson County		
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Bid Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
618 003	Furnish and Install 16 HDPE bends for the 36" HDPE (HDD Method) Pipes		\$129,275.00
Change in Contract Price		Change in Contract Time (Calendar Days)	
Previous Change Order(s): Change Order No. 1		Net Change From Previous Change Orders: 0 days	
Contract Price Prior to this Change Order: \$7,386,093.20		Contract Time Prior to this Change Order: 120 days	
Net Increase/Decrease of this Change Order: \$129,275.00		Net Increase/Decrease of this Change Order: 10 days	
Contract Price With all Approved Change Orders: \$7,515,368.20		Contract Time With all Change Orders: 130 days	
Cumulative Percent Change In Contract Price (+/-) 12.2%		Grantee Contract End Date: 1/10/2020	
Construction Contract Start Date: 6/3/2019		Construction Contract End Date (Estimate): 12/31/2019	

RECOMMENDED:

By: Victoria L. Brainerd
ENGINEER

Date: 8/22/19

RECOMMENDED:

By: Jeff R. Brainerd
OWNER
Jefferson County Judge
Date: August 20, 2019

RECOMMENDED:

By: Michael J. Lewis
CONTRACTOR

Date: 8-22-19



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 *DC*
Purchasing Agent

Date: August 20, 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

August 26, 2019

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
COUNTY CLERK	DOCUMENT CABINET		9020
COUNTY CLERK	DOCUMENT CABINET		9021
COUNTY CLERK	DOCUMENT CABINET		9022
COUNTY CLERK	DOCUMENT CABINET		9023
COUNTY CLERK	DOCUMENT CABINET		9024
<i>contact person: Carolyn Guidry</i>			

Approved by Commissioners' Court: _____

Fran Lee

From: Joe Zurita <jzurita@co.jefferson.tx.us>
Sent: Monday, August 19, 2019 10:48 AM
To: Fran Lee
Subject: budget amendment

Fran I would like to transfer 3000.00 from account 120-8095-417-40-08 to account 120-8095-417-30-84 to replace another rolling jack. I requested for funds for two for next budget year but the fourth one will need replacing as well.

*Jose L. Zurita Jr.
Director of Service Center
7789 Viterbo Rd.
Nederland, Tx 77627
409-719-5937*

Jefferson County Sub-Courthouse
525 Lakeshore Drive
Port Arthur, Texas 77640



OFFICE: (409)983-8300
FAX: (409)983-8303
Email: msinegal@co.jefferson.tx.us

COMMISSIONER
MICHAEL SHANE SINEGAL
PRECINCT #3

Memorandum

To: Fran Lee/Auditing Dept.
From: Michael Shane Sinegal, Commissioner Pct. 3
Date: 8/15/2019
Re: Fund Transfer

Please transfer \$150 from Books-Printed account #1130301-431-30-10 to Dues-Subscription account #113-0307-431-50-21.

Thanks you and God Bless,

A handwritten signature in black ink, appearing to read "Michael S. Sinegal".

Commissioner Michael S. Sinegal

**Jefferson County
Precinct #3**

Memo

To: Fran Lee - Auditing
From: Kimberly Doyle
CC: Commissiner Sinegal
Date: August 15, 2019
Re: Account Transfer

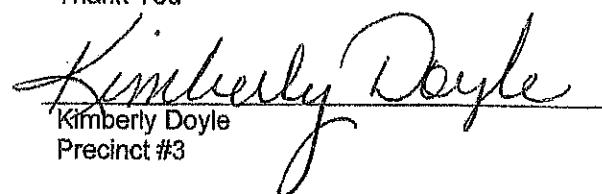
Please Transfer from Acct. #113-0305-431-4014 Shared Equip.

\$4000.00 and tranfer it into Acct. 113-0305-431-3034 Diesel Fuel.

This should cover the fuel needs untill the new budget.

If you have any questions please give me a call (409) 736-2851

Thank You


Kimberly Doyle
Precinct #3

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: AUGUST 19, 2019

The following budget transfer for the Constable Pct. 8 is necessary for additional cost for employee insurance.

120-3072-425-2003 Employee Insurance \$5,000

120-3072-425-1095 Education Pay \$5,000

NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

TRI-CITY COFFEE SERVICE
DAWN DONUTS55.50
45.50462748
462838

101.00**

ROAD & BRIDGE PCT.#1

A&A RADIATOR AND AUTOMOTIVE
SPIDLE & SPIDLE
KINSEL FORD, INC.
M&D SUPPLY
MUNRO'S
SOUTHEAST TEXAS WATER
SOUTHERN TIRE MART, LLC
VERIZON WIRELESS
ADVANCE AUTO PARTS
SILSBEE FORD INC
CINTAS CORPORATION
FUNCTION 4 LLC
WC TRACTOR - BEAUMONT2,535.26
3,288.45
172.33
180.13
34.10
14.00
25.00
75.98
117.36
72,361.66
69.76
19.41
37.75462681
462682
462715
462719
462722
462739
462757
462770
462822
462828
462843
462852
462866

78,931.19**

ROAD & BRIDGE PCT.#2

CENTERPOINT ENERGY RESOURCES CORP
NEW WAVE WELDING TECHNOLOGY
FUNCTION 4 LLC44.18
7.75
24.96462791
462800
462852

76.89**

ROAD & BRIDGE PCT. # 3

SPIDLE & SPIDLE
CARQUEST AUTO PARTS # 96
ENTERGY
MUNRO'S
S.E. TEXAS BUILDING SERVICE
SOUTHERN TIRE MART, LLC
NORTHERN TOOL AND EQUIPMENT
SMITTY'S HAMSHIRE GULF
FUNCTION 4 LLC
THE GOODYEAR TIRE & RUBBER COMPANY
GULF COAST2,204.70
32.37
38.70
38.85
43.33
75.41
449.97
52.00
38.82
160.00
3,565.29462682
462697
462707
462722
462738
462757
462815
462847
462852
462862
462870

6,699.44**

ROAD & BRIDGE PCT.#4

CITY OF BEAUMONT - LANDFILL
BEAUMONT TRACTOR COMPANY
GULF COAST SCREW & SUPPLY
KINSEL FORD, INC.
M&D SUPPLY
MUNRO'S
OFFICE DEPOT
SCOOTER'S LAWNMOWERS
SMART'S TRUCK & TRAILER, INC.
UNITED STATES POSTAL SERVICE
FUNCTION 4 LLC
O'REILLY AUTO PARTS
WC TRACTOR - BEAUMONT
RAMSEY PRATT113.00
237.93
57.70
415.09
96.99
75.61
784.64
172.50
29.85
3.19
63.73
144.96
1,024.85
295.00462688
462691
462706
462715
462719
462722
462723
462734
462736
462773
462852
462863
462866
462873

3,515.04**

ENGINEERING FUND

CANON SOLUTIONS AMERICA INC
FUNCTION 4 LLC240.00
309.63462824
462852

549.63**

PARKS & RECREATION

SCOOTER'S LAWNMOWERS
SPRINT WASTE SERVICES LP
GULF COAST769.98
714.52
2,373.20462734
462830
462870

3,857.70**

GENERAL FUND

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF PORT ARTHUR	370.86	462699	370.86*
TAX OFFICE			
OFFICE DEPOT	329.68	462723	
PITNEY BOWES, INC.	1,341.49	462729	
TEXAS AGRILIFE EXTENSION SERVICES	450.00	462745	
UNITED STATES POSTAL SERVICE	391.30	462773	
SOUTHERN SUPPLY	38.50	462845	
FUNCTION 4 LLC	102.60	462852	2,653.57*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	.41	462773	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	140.00	462842	
FUNCTION 4 LLC	19.41	462852	159.82*
AUDITOR'S OFFICE			
OFFICE DEPOT	705.27	462723	
UNITED STATES POSTAL SERVICE	11.98	462773	
FUNCTION 4 LLC	19.41	462852	736.66*
COUNTY CLERK			
CASH ADVANCE ACCOUNT	414.04	462713	
UNITED STATES POSTAL SERVICE	178.95	462773	
RICOH USA INC	298.47	462820	
FUNCTION 4 LLC	291.99	462852	1,183.45*
COUNTY JUDGE			
OFFICE DEPOT	241.51	462723	
UNITED STATES POSTAL SERVICE	3.69	462773	
ROCKY LAUDERMILK	2,900.00	462781	
FRED JACKSON	129.92	462801	
HARVEY L WARREN III	1,650.00	462806	
GREGORY LAW FIRM	1,000.00	462816	
JAN GIROUARD & ASSOCIATES LLC	200.00	462841	
FUNCTION 4 LLC	19.41	462852	6,144.53*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	17.94	462773	
FUNCTION 4 LLC	19.41	462852	37.35*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	194.20	462773	
FUNCTION 4 LLC	92.04	462852	286.24*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	292.50	462724	
TRIANGLE BLUE PRINT CO., INC.	15.00	462747	
CIT TECHNOLOGY FINANCING SERVICE	499.00	462799	
FUNCTION 4 LLC	1,116.11	462852	1,922.61*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	55.65	462773	
FUNCTION 4 LLC	19.41	462852	75.06*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	2,320.00	462713	
SPINDLETOP MHMR	33,650.58	462718	
ADVANCED STAFFING	97.50	462758	
ROCHESTER ARMORED CAR CO INC	5,491.37	462810	
JUSTIN HIDALGO	30.30	462872	41,589.75*
DATA PROCESSING			

NAME	AMOUNT	CHECK NO.	TOTAL
BEAUMONT TROPHIES	7.70	462692	
OFFICE DEPOT	51.68	462723	
CDW COMPUTER CENTERS, INC.	782.83	462760	
VERIZON WIRELESS	75.98	462770	
FUNCTION 4 LLC	19.41	462852	
VOTERS REGISTRATION DEPT			937.60*
UNITED STATES POSTAL SERVICE	163.58	462773	
FUNCTION 4 LLC	19.41	462852	
ELECTIONS DEPARTMENT			182.99*
CASH ADVANCE ACCOUNT	1,649.21	462713	
UNITED STATES POSTAL SERVICE	129.25	462773	
FUNCTION 4 LLC	75.34	462852	
DISTRICT ATTORNEY			1,853.80*
JIMMY D. HAMM	693.37	462709	
MIKE LAIRD	1,144.18	462717	
OFFICE DEPOT	970.66	462723	
TDCAA BOOK ORDERS	2,838.00	462743	
TEXAS DISTRICT & COUNTY ATTY ASSN.	450.00	462746	
WAL-MART	322.59	462754	
JAMES ARCENEAUX	991.27	462771	
UNITED STATES POSTAL SERVICE	227.93	462773	
THOMSON REUTERS-WEST	3,853.65	462826	
FUNCTION 4 LLC	133.11	462852	
BEARCOM / KAY ELECTRONICS	90.00	462868	
FUZZY'S 41	14.50	462874	
TIME OUT GROCERY	5.00	462875	
SUNRISE RECORDS	32.45	462876	
HEB	6.03	462877	
DOLLAR GENERAL	43.30	462878	
DISTRICT CLERK			11,816.04*
OFFICE DEPOT	481.78	462723	
UNITED STATES POSTAL SERVICE	340.78	462773	
FUNCTION 4 LLC	19.41	462852	
CRIMINAL DISTRICT COURT			841.97*
EDWARD B. GRIPON, M.D., P.A.	595.00	462705	
ORGAIN, BELL & TUCKER	1,600.00	462725	
RENE MULHOLLAND	2,497.75	462751	
UNITED STATES POSTAL SERVICE	.82	462773	
ANTOINE FREEMAN	9,165.00	462797	
JAMES R. MAKIN, P.C.	9,054.39	462813	
TURK LAW FIRM	800.00	462821	
MATUSKA LAW FIRM	1,650.00	462831	
FUNCTION 4 LLC	122.48	462852	
58TH DISTRICT COURT			25,485.44*
FUNCTION 4 LLC	19.41	462852	
NOTARY ASSOCIATION OF TEXAS INC	84.95	462853	
60TH DISTRICT COURT			104.36*
JEFFERSON CTY. BAR ASSOCIATION	125.00	462712	
OFFICE DEPOT	59.74	462723	
UNITED STATES POSTAL SERVICE	4.94	462773	
SIERRA SPRING WATER CO. - BT	31.48	462774	
FUNCTION 4 LLC	19.41	462852	
136TH DISTRICT COURT			240.57*
UNITED STATES POSTAL SERVICE	.41	462773	
FUNCTION 4 LLC	19.41	462852	
172ND DISTRICT COURT			19.82*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	7.21 19.41	462773 462852	26.62*
252ND DISTRICT COURT			
THOMAS J. BURBANK PC JEFFERSON CTY. BAR ASSOCIATION BRUCE N. SMITH MIKE VAN ZANDT KEVIN S. LAINE UNITED STATES POSTAL SERVICE SUMMER TANNER ANTOINE FREEMAN LAURIE PEROZZO FUNCTION 4 LLC	5,590.47 125.00 800.00 2,229.00 9,931.25 9.27 295.85 8,800.00 800.00 19.41	462695 462712 462737 462750 462759 462773 462794 462797 462804 462852	28,600.25*
279TH DISTRICT COURT			
PHILLIP DOWDEN CIVIC RESEARCH INSTITUTE, INC. LAIRON DOWDEN, JR. ANITA F. PROVO NATHAN REYNOLDS, JR. CHARLES ROJAS GLEN M. CROCKER JOEL WEBB VAZQUEZ TONYA CONNELL TOUPS P DEAN BRINKLEY JONATHAN L. STOVALL ALICIA K HALL BRITTANIE HOLMES WILLIAM FORD DISHMAN TARA SHELANDER MELANIE AIREY FUNCTION 4 LLC LAW OFFICE OF SOLOMON FREIMUTH	200.00 179.95 350.00 100.00 500.00 1,050.00 1,050.00 100.00 200.00 100.00 400.00 100.00 200.00 200.00 100.00 300.00 19.41 200.00	462687 462700 462702 462731 462732 462762 462776 462788 462796 462808 462812 462817 462819 462827 462833 462834 462852 462855	5,349.36*
317TH DISTRICT COURT			
PHILLIP DOWDEN ANITA F. PROVO NATHAN REYNOLDS, JR. CHARLES ROJAS JOEL WEBB VAZQUEZ JUDY PAASCH ALLEN PARKER P DEAN BRINKLEY BRITTANIE HOLMES WILLIAM FORD DISHMAN MATUSKA LAW FIRM MELANIE AIREY GORDON D FRIESZ FUNCTION 4 LLC	650.00 300.00 500.00 150.00 1,250.00 2,465.42 75.00 150.00 225.00 150.00 150.00 300.00 150.00 19.41	462687 462731 462732 462762 462788 462790 462805 462808 462819 462827 462831 462834 462837 462852	6,534.83*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	46.68 24.96	462773 462852	71.64*
JUSTICE COURT-PCT 1 PL 2			
FUNCTION 4 LLC	19.41	462852	19.41*
JUSTICE COURT-PCT 4			
FUNCTION 4 LLC	24.96	462852	24.96*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT FUNCTION 4 LLC	43.41 46.46 19.41	462773 462775 462852	109.28*
JUSTICE OF PEACE PCT. 8			

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	19.41	462852	19.41*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	:41	462773	
FUNCTION 4 LLC	68.20	462852	68.61*
COUNTY COURT AT LAW NO. 2			
JEFFERSON CTY. BAR ASSOCIATION	125.00	462712	
NATHAN REYNOLDS, JR.	750.00	462732	
UNITED STATES POSTAL SERVICE	6.27	462773	
LAURIE PEROZZO	250.00	462804	
FUNCTION 4 LLC	19.41	462852	
THE MAYO LAW FIRM PLLC	250.00	462854	
COUNTY COURT AT LAW NO. 3			1,400.68*
JACK LAWRENCE	250.00	462683	
JEFFERSON CTY. BAR ASSOCIATION	125.00	462712	
JOHN D WEST	250.00	462763	
UNITED STATES POSTAL SERVICE	9.48	462773	
LANGSTON ADAMS	300.00	462782	
ANTOINE FREEMAN	550.00	462797	
TURK LAW FIRM	250.00	462821	
FUNCTION 4 LLC	19.41	462852	
COURT MASTER			1,753.89*
OFFICE DEPOT	127.08	462723	
FUNCTION 4 LLC	19.41	462852	146.49*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	3.71	462773	
FUNCTION 4 LLC	19.41	462852	23.12*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	77.64	462852	77.64*
SHERIFF'S DEPARTMENT			
UNITED STATES POSTAL SERVICE	1,431.92	462773	
FUNCTION 4 LLC	221.84	462852	
CRIME LABORATORY			1,653.76*
ULINE SHIPPING SUPPLY SPECIALI	111.21	462749	
FUNCTION 4 LLC	24.96	462852	
JAIL - NO. 2			136.17*
AAA LOCK & SAFE	187.00	462680	
BOB BARKER CO., INC.	3,562.02	462690	
CITY OF BEAUMONT - WATER DEPT.	16,319.24	462698	
COBURN SUPPLY COMPANY INC	453.69	462701	
ENTERGY	56.77	462707	
KIRKSEY'S SPRINT PRINTING	49.90	462716	
M&D SUPPLY	74.80	462719	
SANITARY SUPPLY, INC.	634.50	462733	
STAR LOCKTECHS	40.00	462741	
WORTH HYDROCHEM	342.00	462755	
TEXAS GAS SERVICE	569.73	462784	
BELT SOURCE	28.35	462792	
CONSTELLATION NEWENERGY - GAS DIVIS	1,250.06	462823	
MATERA PAPER COMPANY INC	4,569.00	462825	
GALLS LLC	1,126.50	462836	
FUNCTION 4 LLC	354.97	462852	
TRINITY SERVICES GROUP INC	50,700.50	462869	
JUVENILE PROBATION DEPT.			80,319.03*

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	52.46	462770	
UNITED STATES POSTAL SERVICE	47.98	462773	
FUNCTION 4 LLC	38.82	462852	
JUVENILE DETENTION HOME			139.26*
CITY OF BEAUMONT - WATER DEPT.	3,032.14	462698	
CASH ADVANCE ACCOUNT	1,461.27	462713	
BEN E KEITH FOODS	102.84	462786	
CENTERPOINT ENERGY RESOURCES CORP	168.82	462791	
FUNCTION 4 LLC	63.73	462852	
BIG THICKET PLUMBING INC	150.00	462860	
STERICYCLE, INC	35.00	462861	
CONSTABLE PCT 1			5,013.80*
VERIZON WIRELESS	227.94	462770	
UNITED STATES POSTAL SERVICE	71.23	462773	
GALLS LLC	1,010.50	462836	
FUNCTION 4 LLC	89.62	462852	
CONSTABLE-PCT 2			1,399.29*
VERIZON WIRELESS	113.97	462770	
CONSTABLE-PCT 4			113.97*
VERIZON WIRELESS	113.97	462770	
FUNCTION 4 LLC	19.41	462852	
CONSTABLE-PCT 6			133.38*
VERIZON WIRELESS	113.97	462770	
UNITED STATES POSTAL SERVICE	22.43	462773	
FUNCTION 4 LLC	19.41	462852	
CONSTABLE PCT. 7			155.81*
AT&T	32.96	462740	
VERIZON WIRELESS	113.97	462770	
CONSTABLE PCT. 8			146.93*
VERIZON WIRELESS	113.97	462770	
FUNCTION 4 LLC	89.56	462852	
AGRICULTURE EXTENSION SVC			203.53*
FUNCTION 4 LLC	55.47	462852	
PAULA TACKER	101.35	462859	
TYLER FITZGERALD	120.38	462865	
HEALTH AND WELFARE NO. 1			277.20*
CALVARY MORTUARY	1,500.00	462696	
ENTERGY	316.51	462708	
PETTY CASH - N C WELFARE	130.75	462727	
AUSTIN CECIL WALKES MD PA	3,245.08	462753	
MCKESSON MEDICAL-SURGICAL INC	236.59	462761	
UNITED STATES POSTAL SERVICE	106.04	462773	
PROCTOR'S MORTUARY INC	1,500.00	462807	
NIVERCO BIOMEDICAL	537.50	462846	
FUNCTION 4 LLC	103.29	462852	
HEALTH AND WELFARE NO. 2			7,675.76*
BROUSSARD'S MORTUARY	1,500.00	462694	
GABRIEL FUNERAL HOME, INC.	323.67	462703	
OFFICE DEPOT	199.99	462723	
AUSTIN CECIL WALKES MD PA	3,245.08	462753	
MCKESSON MEDICAL-SURGICAL INC	2,094.64	462761	
NIVERCO BIOMEDICAL	437.50	462846	
FUNCTION 4 LLC	38.82	462852	

NAME	AMOUNT	CHECK NO.	TOTAL
STERICYCLE, INC	35.00	462861	7,474.72*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	1,000.00	462684	
FUNCTION 4 LLC	19.41	462852	1,019.41*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	277.40	462778	
J.C. PENNEY'S	3,152.97	462779	
SEARS COMMERCIAL CREDIT	50.00	462780	3,480.37*
ENVIRONMENTAL CONTROL			
AT&T	61.92	462740	
FUNCTION 4 LLC	89.62	462852	151.54*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	462769	150.00*
MAINTENANCE-BEAUMONT			
COBURN SUPPLY COMPANY INC	1,565.97	462701	
W.W. GRAINGER, INC.	2,820.57	462704	
SANITARY SUPPLY, INC.	101.24	462733	
ACE IMAGEWEAR	208.41	462735	
AT&T	163.60	462740	
CDW COMPUTER CENTERS, INC.	118.04	462760	
WASTEWATER TRANSPORT SERVICES LLC	395.00	462832	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	79.40	462835	
FUNCTION 4 LLC	19.41	462852	
REXEL USA INC	86.88	462858	5,558.52*
MAINTENANCE-PORT ARTHUR			
FUNCTION 4 LLC	38.82	462852	38.82*
MAINTENANCE-MID COUNTY			
CENTERPOINT ENERGY RESOURCES CORP	83.78	462791	
FUNCTION 4 LLC	19.41	462852	103.19*
SERVICE CENTER			
J.K. CHEVROLET CO.	331.86	462711	
MUNRO'S	125.85	462722	
PHILPOTT MOTORS, INC.	26.19	462728	
JEFFERSON CTY. TAX OFFICE	7.50	462764	
JEFFERSON CTY. TAX OFFICE	7.50	462765	
JEFFERSON CTY. TAX OFFICE	7.50	462766	
JEFFERSON CTY. TAX OFFICE	7.50	462767	
JEFFERSON CTY. TAX OFFICE	7.50	462768	
PETROLEUM SOLUTIONS, INC.	288.00	462787	
BUMPER TO BUMPER	470.30	462789	
AMERICAN TIRE DISTRIBUTORS	604.88	462802	
DENNIS LOWE	79.75	462844	
FUNCTION 4 LLC	19.41	462852	
THE GOODYEAR TIRE & RUBBER COMPANY	2,747.40	462862	
O'REILLY AUTO PARTS	49.96	462863	
CREST INDUSTRIES, INC	100.81	462867	4,881.91*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	3.31	462773	
HILARY GUEST	106.60	462783	
FUNCTION 4 LLC	66.56	462852	176.47*
MOSQUITO CONTROL FUND			261,271.52**
MUNRO'S	46.98	462722	

NAME	AMOUNT	CHECK NO.	TOTAL
CENTERPOINT ENERGY RESOURCES CORP FUNCTION 4 LLC	36.56 19.41	462791 462852	102.95**
FEMA EMERGENCY			
VULCAN MATERIALS CO. MARTIN PRODUCT SALES LLC GULF COAST	125,052.39 12,926.00 8,274.04	462752 462793 462871	146,252.43**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	19.41	462852	19.41**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICE, INC. JUDY PAASCH PATRICIA PETERS PATRICIA PETERS	92.45 72.13 1,277.50 20.00	462778 462790 462839 462840	1,462.08**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST FUNCTION 4 LLC	1,090.41 19.41	462826 462852	1,109.82**
EMPG GRANT			
VERIZON WIRELESS FUNCTION 4 LLC	47.21 42.84	462769 462852	90.05**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	69.94	462770	69.94**
GRANT A STATE AID			
CASH ADVANCE ACCOUNT	1,569.98	462713	1,569.98**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT VERIZON WIRELESS UNITED STATES POSTAL SERVICE US POSTAL SERVICE REDWOOD TOXICOLOGY LABORATORY JCCSC STERICYCLE, INC LLOYD GOSSÉLINK ROCHELLE & TOWNSEND	610.19 43.03 114.91 66.00 327.15 350.00 35.00 157.50	462713 462770 462773 462777 462795 462811 462861 462864	1,703.78**
JEFF. CO. WOMEN'S CENTER			
BELL'S LAUNDRY ISI COMMERCIAL REFRIGERATION M&D SUPPLY MARKET BASKET KIM MCKINNEY, LPC, LMFT OFFICE DEPOT AT&T SYSSCO FOOD SERVICES, INC. VERIZON WIRELESS BEN E KEITH FOODS ROCHESTER ARMORED CAR CO INC SAM'S CLUB DIRECT MATERA PAPER COMPANY INC TOP GUN WRECKER SERVICE & RECOVERY SOUTHERN SUPPLY FUNCTION 4 LLC	1,391.87 799.00 59.69 33.97 225.00 355.92 141.02 1,105.52 15.94 1,214.76 123.36 63.43 354.03 175.00 188.10 38.82	462693 462710 462719 462720 462721 462723 462740 462742 462770 462786 462810 462818 462825 462829 462845 462852	6,285.43**
DWI PRETRIAL DIVERSION			
CLASSIC FORMS AND PRODUCTS REDWOOD TOXICOLOGY LABORATORY	900.20 997.50	462785 462795	1,897.70**
COMMUNITY CORRECTIONS PRG			

NAME	AMOUNT	CHECK NO.	TOTAL
M&D SUPPLY FUNCTION 4 LLC	170.16 24.96	462719 462852	195.12**
DRUG DIVERSION PROGRAM			
OFFICE DEPOT FUNCTION 4 LLC	1,232.01 22.19	462723 462852	1,254.20**
SHERIFF'S TRAINING GRANT			
COLE PARMER INSTRUMENT CO.	1,819.01	462726	1,819.01**
LAW OFFICER TRAINING GRT			
TEXAS COMMISSION ON LAW ENFORCEMENT	35.00	462798	35.00**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	.50	462773	.50**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.96	462770	227.96**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE	475.00	462685	
ALL STAR PLUMBING	2,192.00	462686	
ENTERGY	1,216.12	462707	
M&D SUPPLY	72.49	462719	
MUNRO'S	130.10	462722	
PORT ARTHUR NEWS, INC.	139.75	462730	
TRI-CITY COFFEE SERVICE	61.85	462748	
SHERWIN-WILLIAMS	104.79	462803	
COUNTY HOME AND RANCH LP	427.17	462814	
SAM'S CLUB DIRECT	107.96	462818	
MATERA PAPER COMPANY INC	172.02	462825	
FUNCTION 4 LLC	266.00	462852	
DISTRICT CLK RECORDS MGMT			5,365.25**
FUNCTION 4 LLC	38.82	462852	38.82**
CAPITAL PROJECTS FUND			
THE LABICHE ARCHITECTURAL GROUP	9,375.00	462689	9,375.00**
C O SERIES 2019 PROJECTS			
JOHNSON CONTROLS, INC.	3,290,386.00	462714	3,290,386.00**
AIRPORT FUND			
TIME WARNER COMMUNICATIONS	98.37	462744	
VERIZON WIRELESS	37.99	462770	
UNITED STATES POSTAL SERVICE	.41	462773	
CENTERPOINT ENERGY RESOURCES CORP	109.13	462791	
EAGLE PUMP & METERS INC	9,750.00	462848	
FUNCTION 4 LLC	38.82	462852	
SE TX EMP. BENEFIT POOL			10,034.72**
GROUP ADMINISTRATIVE CONCEPTS INC	143,501.26	462809	
EXPRESS SCRIPTS INC	78,378.35	462856	
UNITEDHEALTHCARE INSURANCE COMPANY	102,656.94	462857	
PAYROLL FUND			324,536.55**
JEFFERSON CTY. - FLEXIBLE SPENDING	13,702.00	462658	
CLEAT	342.00	462659	
JEFFERSON CTY. TREASURER	14,513.53	462660	
RON STADTMUELLER - CHAPTER 13	307.50	462661	
INTERNAL REVENUE SERVICE	208.00	462662	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,020.00	462663	
JEFFERSON CTY. COMMUNITY SUP.	9,391.22	462664	
JEFFERSON CTY. TREASURER - HEALTH	524,460.20	462665	
JEFFERSON CTY. TREASURER - GENERAL	10.00	462666	
JEFFERSON CTY. TREASURER - PAYROLL	1,747,996.00	462667	
JEFFERSON CTY. TREASURER - PAYROLL	629,569.43	462668	
MONY LIFE INSURANCE OF AMERICA	100.34	462669	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,162.71	462670	
TGSLC	662.07	462671	
JEFFERSON CTY. TREASURER - TCDRS	676,859.66	462672	
JEFFERSON COUNTY TREASURER	2,779.58	462673	
JEFFERSON COUNTY - TREASURER -	7,168.42	462674	
NECHES FEDERAL CREDIT UNION	40,866.60	462675	
JEFFERSON COUNTY - NATIONWIDE	91,896.85	462676	
JOHN TALTON	1,835.38	462677	
BELINDA M ZURITA	230.77	462678	
INVESCO INVESTMENT SERVICES, INC	1,569.99	462679	
			3,770,652.25**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	265.97	462770	265.97**
MARINE DIVISION			
BROWNELLS, INC.	737.01	462756	737.01**
			7,930,489.34***

**AGENDA ITEM****August 26, 2019**

Consider and possibly approve Amended Jefferson County
Commissioners Court Rules of Procedure, Conduct and Decorum
Pursuant to HB 2840.

Amended Jefferson County Commissioners Court
Rules of Procedure, Conduct & Decorum

1 All Regular, Special, Emergency and Executive Session Meetings of the Jefferson County Commissioners Court will be called and conducted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Government Code.

Regular, Special and Emergency Meetings of the Jefferson County Commissioners Court are open to the public and to representatives of the press and media. Executive Sessions of the Commissioners Court are not open to the public, the press or the media and only those individuals expressly requested or ordered to be present are allowed to attend Executive Session.

III. The Jefferson County Commissioners Court meets every Monday at 1:30 p.m. unless otherwise provided. The Regular Meeting is the second Monday of the month, and all other Mondays are considered Special Meetings. In order for a matter or issue to appear as an agenda item on the Agenda of any Regular or Special Meeting of Commissioners Court, a request must be filed with and approved by at least one Commissioner and/or the County Judge by 11:00 a.m. on the Thursday immediately preceding the next Regular or Special Meeting of the Commissioners Court.

IV. The business of Jefferson County is conducted by and between the members of the Jefferson County Commissioners Court and by those members of the County staff, elected officials, department heads, consultants, experts and/or members of the public requested to be present and participate. While the public is invited to attend all meetings of the Commissioners Court (except Executive Sessions) the public's participation therein is limited to that of observers unless a member (or members) of the public is requested to address Commissioners Court on a particular issue (or Issues) or unless a member (or members) of the public completes a Public Participation Form and submits it. However, a member (or members) of the public may comment on an agenda item (or items) once he or she completes a Public Participation Form and places the same in the box labeled "Completed Public Participation Forms" prior to the start of Commissioners Court. A sample of the Jefferson County Commissioners Court Public Participation Form is attached hereto as Exhibit "A." Additionally, these rules and the form will be available on the Commissioners Court webpage. Upon request, someone will be provided to assist those individuals with special needs.'

A. Each member of the public who appears before the Commissioners Court, to address items that will be acted upon by the Court, shall be limited to a maximum of three (3) minutes to make his/her remarks. Time for each speaker shall be maintained by the County Clerk or some other designated representative of the Commissioners Court.

B. Maximum discussion on any agenda item, regardless of the number of members of the public wishing to address the Commissioners Court on such agenda item (or items), shall be limited to thirty (30) minutes. In the event that more than six

Certain exceptions to the provisions set forth hereunder may apply as provided by law

(6) members of the public wish to address a particular agenda item (or items), then shall be limited to 30 minutes. In the event that more than six (6) members of the public wish to address a particular agenda item (or items), then members of the public recognized to speak shall be divided equally between those members of the public wishing to speak for the agenda item (or items) and those members of the public wishing to speak against the agenda item (or items).

C. In matters of exceptional interest, the Court may, by the majority vote of the members of the Court in attendance at the meeting, either shorten or lengthen the time allocated for all members of the public and/or the amount of time allocated for all agenda items and/or a specific agenda item,

D. It is the intention of the Court to provide open access to the citizens of Jefferson County to address the Commissioners Court and express themselves on issues of County Government. Members of the public are reminded that the Jefferson County Commissioners Court is a Constitutional Court, with both judicial and legislative powers, created under Article V, Section 1 and Section 18 of the Texas Constitution. As a Constitutional Court, the Jefferson County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.024 of the Texas Local Government Code. Accordingly, members of the public in attendance at any Regular, Special and/or Emergency meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court. Proper attire for men, women and children is mandatory. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting. Refusal to abide by the Court's Order and/or continued disruption of the meeting may result in a Contempt of Court Citation.

E. At the conclusion of the agenda, members of the public may address the Court to express matters of concern that relate to business of the Commissioners Court that are not agenda items. Those addressing the Court should limit their time to three minutes. It is not the intention of the Jefferson County Commissioners Court to allow a member or members of the public to insult the honesty and /or integrity of the Court as a body, or any member or members of the Court individually or collectively. Accordingly, profane, insulting or threatening language directed toward the Court and/or any person in the Court's presence and/or racial, ethnic or gender slurs or epithets will **not** be tolerated. Violation of these rules may result in the following sanctions:

1. cancellation of a speaker's remaining time;
2. removal from the Commissioners Courtroom;
3. a Contempt Citation; and/or
4. such other civil and/or criminal sanctions as may be authorized under the Constitution, Statutes and Codes of the State of Texas,

- V. The County Judge is the presiding officer of the Jefferson County Commissioners Court and is a fully participating member thereof. In the event of the absence of the County Judge, the senior member of the Commissioners Court (in terms of total number of years as an elected representative) present at the Regular, Special, Emergency meeting or Executive Session, shall serve as the Judge Pro-Tern of the Court. However, nothing herein shall prevent the senior member of this Commissioners Court from delegating this duty to another member of the Commissioners Court.
- VI. The County Judge (or the designated Judge Pro-Tern of the Commissioners Court), as presiding officer of the Commissioners Court, is responsible for conducting all meetings, and members of the public who have properly completed a Public Participation Form and submitted the same to the Administrative Aid to the County Judge must wait to be recognized by the County Judge prior to them beginning to address the Court.

VII. Special Rules for the Press & Media:

- A. No media personnel or equipment, including lights, cameras or microphones will be located on the Commissioners Court bench nor closer than five (5) feet in front of the Commissioners Court bench during the time Court is in session.
- B. Reporters and media technicians are required to structure their movements, equipment set-up and take-down and adjustments, etc. in such a manner as to not disrupt the Commissioners Court deliberations or the ability of the public to see, hear, and participate in the proceedings.
- C. Interviews shall not be conducted inside the Commissioners Courtroom during the time the Court is in session.
- D. Media interviews which are conducted outside the Commissioners Courtroom should be conducted in such a manner that the interview does not disturb, impede or disrupt the proceedings of any Regular, Special, Emergency and/or Executive Session meeting of the Court.

VIII. The Sheriff of Jefferson County, Texas, or his designated deputy, shall serve as the Bailiff at all Regular, Special and Emergency Meetings of the Court. However, in the event of the absence of the Sheriff, or in the event there exists a conflict of interest between the Sheriff, any member of the Sheriff's Department, and the Commissioners Court, or in the event of an executive Session of the Court in which the Sheriff is not an authorized participant, the Court shall appoint such other commissioned peace officers to serve as bailiff as may be necessary.

IX. From time to time, the Commissioners Court shall conduct town meetings, public hearings and/or workshops. These rules of procedure, conduct and decorum shall also apply to the same; however, the Commissioners Court may adopt such additional and supplemental rules for such meetings as may be necessary and appropriate to conduct such meetings in an orderly, efficient and proper manner.

X. These Rules of Procedure, Conduct and Decorum at meetings of the Jefferson County Commissioners Court shall be effective immediately upon adoption by the Court and shall remain in full force and effect until amended or repealed by a majority vote of the Commissioners Court.

ADOPTED BY THE UNANIMOUS VOTE OF THE JEFFERSON COUNTY COMMISSIONERS COURT on this _____ day of _____

Jefferson County Judge

Commissioner, Pct. 1

Commissioner, Pct. 3

Commissioner, Pct. 2

Commissioner, Pct. 4

Attest:

County Clerk

JEFFERSON COUNTY COMMISSIONERS COURT
PUBLIC PARTICIPATION FORM

Instructions: Fill out all appropriate blanks. Please print or write legibly. This form must be placed in the "Completed Public Participation Forms" box prior to the start of Commissioners Court.

NAME: _____

HOME ADDRESS: _____

HOME TELEPHONE: _____

PLACE OF EMPLOYMENT: _____

EMPLOYMENT TELEPHONE: _____

Do you represent any particular group or organization? _____

If so, please state the name, address and telephone number of such group or organization.

Which matter do you wish to address? _____

In general, are you for or against such item (or items)? _____

Signature: _____

JEFFERSON COUNTY COMMISSIONERS COURT
PUBLIC PARTICIPATION FORM

Instructions: Fill out all appropriate blanks. Please print or write legibly. This form must be placed in the "Completed Public Participation Forms" box prior to the start of Commissioners Court.

NAME: _____

HOME ADDRESS: _____

HOME TELEPHONE: _____

PLACE OF EMPLOYMENT: _____

EMPLOYMENT TELEPHONE: _____

Do you represent any particular group or organization? _____

If so, please state the name, address and telephone number of such group or organization.

Which matter do you wish to address? _____

In general, are you for or against such item (or items)? _____

Signature: _____



RESOLUTION

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 26th day of August, 2018, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

A RESOLUTION OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER RECOVERY ACQUISITION/BUYOUT GRANT APPLICATION TO THE TEXAS GENERAL LAND OFFICE IN THE AMOUNT OF \$2,651,308.80; AND AUTHORIZING JEFF BRANICK TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK-DR GRANT PROGRAM.

WHEREAS, the Commissioners Court of **Jefferson County** desires to develop a viable urban community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

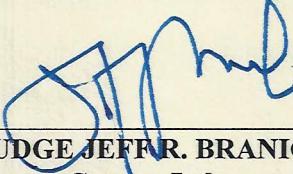
WHEREAS, the County solicited public comments on the draft application from July 30, 2019-August 30, 2019. The draft application was available for viewing at the County Courthouse. Any comments received shall be included in the final draft; and

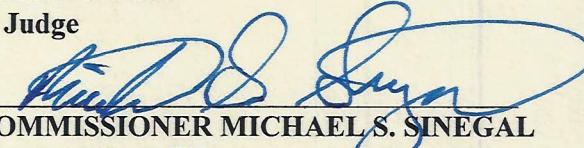
WHEREAS, it is necessary and in the best interests of **Jefferson County** to apply for funding under the Texas Community Development Block-DR Grant Program;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF **JEFFERSON COUNTY, TEXAS**:

1. That a Texas Community Development Block Grant DR Acquisition/ Buyout Program application is hereby authorized to be filed on behalf of the County with the Texas General Land Office in the amount of \$2,651,308.80.
2. That the County's application be placed in competition for funding under the **Community Development Fund**.
3. That the Commissioners Court directs and designates **Judge Jeff R. Branick** as the County's Chief Executive Officer and Authorized Representative to act in all manners in connection with this application and the County's participation in the Texas Community Development Block Grant-DR Program.

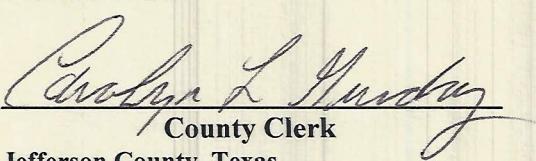
Signed this 26 day of August, 2019.


JUDGE JEFF R. BRANICK
County Judge


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4




Carolyn L. Hunday
County Clerk
Jefferson County, Texas

STATE OF TEXAS

COUNTY OF TRAVIS

INTERLOCAL AGREEMENT

for Provision of Equipment and Consumables

THIS CONTRACT is made by and between the State of Texas, acting by and through the Texas Department of Motor Vehicles, hereinafter called the "department" or "TxDMV," and the County of Jefferson, Texas, acting by and through its duly authorized officials, hereinafter called the "county."

WITNESSETH

WHEREAS, the department is statutorily responsible for administering motor vehicle titles and registrations pursuant to Texas Transportation Code Chapters 501, 502, 504 and 520; and

WHEREAS, the county tax assessor-collector acts as agent for the department in the administration of motor vehicle titles and registration; and

WHEREAS, Texas Transportation Code §501.023 provides that to obtain a vehicle title an owner must apply to the county tax assessor-collector; and

WHEREAS, Texas Transportation Code §502.040 provides that an application for vehicle registration is made through the county tax assessor-collector; and

WHEREAS, the department maintains an automated system for the uniform administering of motor vehicle titles and registration, hereinafter identified as the automated registration and title system (RTS); and

WHEREAS, equipment is necessary for the processing of motor vehicle titles and registration; and

WHEREAS, the department and the county desire that equipment procured by the department, hereinafter identified as the "equipment," be installed and operated at location(s) under the jurisdiction of the county; and

WHEREAS, associated policies and procedures for the county use of the equipment are found in the department's County Equipment Guide and in Title 43, Texas Administrative Code (TAC), Sections 217.71-74; and

WHEREAS, the department will furnish the equipment to the county provided the county agrees to adhere and comply with the County Equipment Guide and the requirements established in this agreement; and

WHEREAS, the department provides the county with certain consumable materials that are integral to the administration of motor vehicle titles and registrations, including disabled placards, cardboard tags, forms, license

plates, registration sticker paper, toner cartridges, registration receipt paper, department ad campaign supplies, and other materials (hereinafter referred to as "consumables"); and

WHEREAS, the department and the county are authorized to enter into interlocal contracts or agreements under the

WHEREAS, on the 5th day of August 2019, the Jefferson County Commissioners Court Ordinances

or Resolution No. N/A, attached and identified as "Attachment C," authorizing the county's execution of this agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

I. CONTRACTING PARTIES:

The Texas Department of Motor Vehicles	(TxDMV or department)
<u>Jefferson</u>	(County)

II. PURPOSE: Provision of Equipment and Consumables to counties to administer motor vehicle title and registration transactions.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDMV and the county will perform statutorily required functions related to administering titles and registrations of motor vehicles as described in **Attachment A, Scope of Services**.

IV. CONTRACT PAYMENT: Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates six years from the date this contract is executed by the state, or when otherwise terminated as provided in **Attachment B, Article 4** of this Agreement.

VI. CONTINUING CONTRACT OBLIGATIONS: The obligations and requirements of this contract are not affected by a change in personnel at the county or at the department, including a change in elected or appointed officials.

VII. LEGAL AUTHORITY: The parties certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

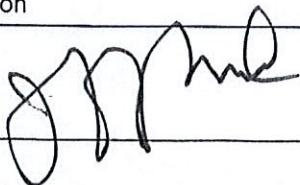
The County Commissioners Court, by resolution or ordinance dated August 5, 2019, has authorized the county to obtain and provide the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A, Scope of Services**, **Attachment B, General Terms and Conditions**, **Attachment C, Resolution or Ordinance**, **Attachment D, RTS Workstation Lease Agreement**, **Attachment E, Designation of Equipment Custodian**, **Attachment F, County Equipment List**.

FOR THE COUNTY

Jefferson _____ (Name of County)

By



Date

August 5, 2019

Typed or Printed Title and Name

Jeff Branick, County Judge

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved by the Texas Department of Motor Vehicles Board for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Department of Motor Vehicles Board.

By



Jeremiah Kuntz

Director, Vehicle Titles and Registration Division
Texas Department of Motor Vehicles

Date



ATTACHMENT A

Scope of Services

The department will continue to provide equipment, consumables, and support to the county to facilitate the county in administering motor vehicle title and registration transactions, under the following conditions:

The department shall:

1. Provide workstations and equipment in accordance with guidelines set forth in the County Equipment Guide. On an annual basis, the department will provide the county a list of the equipment then assigned to the county. Attachment F, County Equipment List, will be renewed as according to the County Equipment Guide, and will become part of this agreement. The department retains full and complete ownership of the equipment and nothing in this agreement shall grant to the county, its officers, employees, or contractors, ownership in the equipment;
2. Maintain all the hardware and software necessary to support the equipment at approved county tax assessor-collector office locations;
3. Provide the county with the opportunity to lease additional workstations at county expense. A copy of the lease agreement is incorporated into this agreement and is found in Attachment D. Leased workstations are the property of the department;
4. Determine the county's annual needs of VTR-500-RTS paper and toner cartridges, based on historical use, as described in the County Equipment Guide. VTR-500-RTS paper and toner cartridges in excess of the department's determination are available at county expense;
5. Provide basic web-based training for county staff on the processing of title and registration transactions. Additional instruction, training, webinars and user guides may be provided as system adjustments and enhancements are made; and
6. Provide online access to department registration and title manuals.

The county shall:

1. Designate a person employed by the county to serve as the primary equipment custodian, whose responsibility it is to track equipment received by the county pursuant to this agreement. The county will designate the primary equipment custodian in Attachment E of this agreement, and may designate secondary equipment custodians if needed for multiple sites. The primary equipment custodian, in addition to the county itself, is responsible for ensuring compliance with the County Equipment Guide, which is adopted by reference to this agreement. If the County Equipment Guide is updated by the department, the primary equipment custodian must ensure that appropriate county personnel are informed of the update. The primary equipment custodian is also responsible for preparing the county for periodic equipment refreshes. Should the primary or secondary custodians cease employment with the county, the county shall appoint new custodians and update Attachment E.
2. Report lost or stolen equipment to the department within 48 hours of discovery, as provided by the

County Equipment Guide. A copy of any resulting police report shall be provided to the department within five business days;

3. Reimburse the department for the replacement cost of lost, stolen or damaged (not due to natural disaster) equipment. The department will invoice the county in accordance with the County Equipment Guide;
4. Not dispose of, transfer, resell, or designate as surplus any of the equipment or consumables provided through this agreement;
5. Process transactions in compliance with the Transportation Code and the department's title and registration manuals and related bulletins;
6. Turn in defective consumables for replacement to the department's local regional service center to which the county is assigned;
7. Ensure all county personnel (or those acting on its behalf) are adequately trained to administer motor vehicle title and registration transactions on behalf of the department;
8. Provide all personnel who use department workstations with training on confidentiality and fraud detection; and
9. Ensure access to department equipment and systems by terminated employees is removed within 48 hours of termination.

ATTACHMENT B
General Terms and Conditions

Article 1. Amendments

The Interlocal Agreement, Scope of Services, and General Terms and Conditions may be amended upon agreement by both parties, without the need to execute a new contract.

The department may update and make changes to the County Equipment Guide and appendices not listed above unilaterally.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Ownership of Equipment

All equipment provided by TxDMV under this contract is and will remain the property of the TxDMV.

Article 4. Suspension or Termination

This contract may be terminated by any of the following conditions:

- A. By mutual consent and agreement of the parties.
- B. By either party after thirty days written notice.
- C. By TxDMV, should it determine at any time that the County has failed to comply with any of the requirements in this agreement.

Should termination of this agreement occur, the County shall allow TxDMV to remove its equipment. TxDMV shall remove equipment within a reasonable amount of time.

In lieu of termination, should TxDMV determine at any time that the County has failed to comply with any of the requirements in this agreement, TxDMV may suspend access to the automated registration and title system at one or all County locations until such failure is corrected.

Article 5. Compliance with Laws

The parties shall comply with all federal, state, and local laws in any manner affecting the performance of this agreement.

Article 6. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 7. Unauthorized Use of Equipment

The county is provided complete workstations to access RTS. Thus, absent written approval by TxDMV, no additional equipment, hardware, or software may be installed or attached to a workstation.

The equipment may not be moved, relocated, manipulated, disassembled, or reassembled without written approval by TxDMV. This includes attempts to repair the equipment. Absent written approval by TxDMV, workstations may only be used to access RTS.

Article 8. Confidentiality

The county understands that TxDMV collects and maintains confidential and sensitive information and that TxDMV permits access to this data by this agreement. The county is responsible, by law and through this agreement, for maintaining the confidentiality of that data. The county may only disclose confidential information in accordance with Transportation Code Chapter 730, Government Code Chapter 552, and this agreement. The county understands and agrees that the unauthorized release of confidential information may subject its officers, employees, and contractors to liability or prosecution, and may result in the termination of this contract.

The county understands and agrees that any access to RTS granted by the department, including any logins and passwords, are confidential and that said access will not be disclosed to unauthorized persons. Attempts to circumvent department security devices or protocols, by unauthorized software, hardware, or other means, is expressly prohibited and may result in liability or prosecution and termination of this contract.

ATTACHMENT C
Resolution or Ordinance

On the 5th day of August 2019, the Jefferson County
Commissioner's Court passed Resolution No. N/A, hereinafter identified by reference,
authorizing the County's participation in this Agreement.

Please attach a copy of the Resolution or Ordinance to this Agreement.

RESOLUTION

WHEREAS, the State of Texas, acting by and through the Texas Department of Motor Vehicles, is statutorily responsible for administering motor vehicle titles and registrations; and

WHEREAS, the county tax assessor-collector serves as an agent for the Texas Department of Motor Vehicles; and

WHEREAS, the Texas Department of Motor Vehicles provides the necessary automated registration and title system equipment, consumables and training necessary for the County to process motor vehicle titles and registrations; and

WHEREAS, an Interlocal Agreement is necessary between Texas Department of Motor Vehicles and Jefferson County and will state the intended Scope of Services between the parties; and

WHEREAS, an Interlocal Agreement will list the General Terms and Conditions between the parties; and

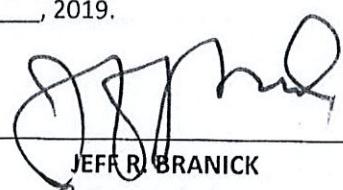
WHEREAS, the Interlocal Agreement shall include a RTS Workstation Lease Agreement that provides the County with the option to lease additional RTS equipment if requested; and

WHEREAS, the Interlocal Agreement will designate the Primary County Equipment Custodian responsible for the tracking of equipment assigned to the county by the Texas Department of Motor Vehicles; and

WHEREAS, a complete list of Texas Department of Motor Vehicle equipment to include asset number, asset description, serial identification and asset location will be included in the Interlocal Agreement.

NOW, THEREFORE, the Jefferson County Commissioners Court does hereby resolve that the Interlocal Agreement is in the best interest of Jefferson County and that the obligations and requirements set forth are properly within the legal authority of the Contracting Parties.

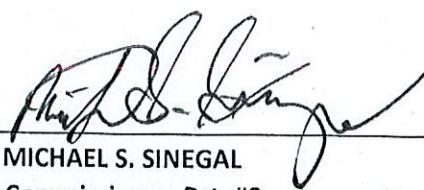
APPROVED AND ADOPTED by the Jefferson County Commissioners Court on this the 5th day of August, 2019.



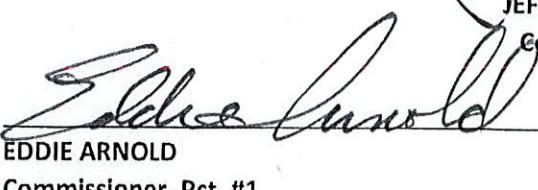
JEFF R. BRANICK
County Judge



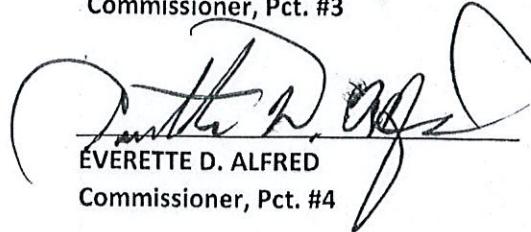
EDDIE ARNOLD
Commissioner, Pct. #1



MICHAEL S. SINEGAL
Commissioner, Pct. #3



//ABSENT
BRENT A. WEAVER
Commissioner, Pct. #2



EVERETTE D. ALFRED
Commissioner, Pct. #4

ATTACHMENT D
RTS WORKSTATION LEASE AGREEMENT

STATE OF TEXAS

COUNTY OF Jefferson

THIS AGREEMENT is made between the Texas Department of Motor Vehicles "TxDMV" or "department" and the "county" pursuant to Texas Transportation Code, Section 520.0093, for the purposes of providing the County of Jefferson, Texas an option to lease additional Registration and Title System ("RTS") workstations directly from the State. This agreement is incorporated into the Interlocal Agreement for Provision of Equipment and Consumables ("County Agreement") and is subject to the provisions of the County Agreement and the County Equipment Guide, including but not limited to provisions relating to: equipment installation, RTS programming and hardware/software configuration, security, maintenance, equipment repair and replacement, equipment movement, unauthorized equipment use, building electrical requirements, accountability/inventory of equipment, training, and supplies.

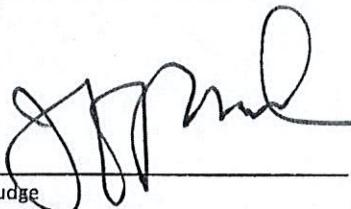
1. If the county desires additional RTS workstations beyond what is allocated by the department, the workstations may be leased at county expense from the department.
2. The cost of leasing a basic RTS workstation¹ will be \$350 per year plus \$11 per year for an eLearning account, for a total annual lease cost of \$361. If a cable drop is needed for a workstation, there is a one-time cost of \$180 per drop. For workstations that are leased by the county for placement in a full service deputy ("FSD") office, there is an additional annual cost of \$4,260 per full service deputy site, per year to cover the T1 circuit cost.
3. Lease charges are billed annually on the county's annual invoice. Lease costs are prorated for the first year of the lease term based on the installation date, and the prorated amount will be included on the county's next annual invoice.
4. The county may request the department remove the leased equipment at any time. The equipment will be removed within 30 days of the request being received by TxDMV. The county will forfeit any portion of the annual lease fee that remains.
5. Costs for leased equipment and services are subject to change annually.
6. The county will indicate equipment requirements below (by site and quantity). Total annual costs can be projected using the table provided. TxDMV will compute final costs and the county will be billed in accordance with paragraphs 2 and 3 above.
7. In addition to the provisions of the original County Agreement, TxDMV's responsibility for equipment installed at FSD sites (i.e., privately owned, for-profit enterprises performing motor vehicle title and registration transactions for the county tax office) is limited to ensuring the equipment remains operational. The county will be responsible for all training, forms, supplies, user policy and procedures, etc., associated with this offsite equipment. This agreement will remain in force for as long as the County Agreement remains effective.
8. Workstations identified below that are leased under the provisions of this agreement will be installed following approval of the County Commissioner's Court and after signature by the County Judge (or a designee when

supported by a certified copy of the Commissioner's Court Order or Resolution, which must be attached) and counter signed by the Director of the Vehicle Titles and Registration Division of the Texas Department of Motor Vehicles.

The County of Jefferson, Texas will lease 3 additional RTS workstation(s) to be installed at the following County Tax Office or full service deputy location(s).

Site Type County or FSD	New (N) or Existing (E) Site	Site Name	Site Address	Workstation Quantity
County	E	BMT-Main	1149 Pearl St., Bmt, TX	1
County	E	BMT-Main	1149 Pearl St., Bmt, TX	1
County	E	Nederland-Sub	4605 Jerry Ware Dr, Bmt	1

	Item	Site Name	Quantity	Individual Item Cost	Total Annual Cost
1.	RTS Workstation, Basic ¹ (non-FSD site)	BMT (Main) Ned (Sub)	3	\$361.00	1083.00
2.	RTS Workstation, Basic ¹ (FSD site)			\$361.00	
3.	T1 Circuit Cost (FSD sites only – one annual circuit charge per FSD site)			\$4,260.00	
<i>Note: cable drops are an additional \$180 each and charged in first year only</i>				Annual Lease Cost	1083.00



08/05/19

County Judge

Date

Jeremiah Kuntz
Director, Vehicle Titles and Registration

Date

Jefferson

County

NOT REQUESTING A NEW LEASE - EXISTING LEASED WORKSTATION

ATTACHMENT E

Designation of Equipment Custodian(s)

The county is required to designate a primary equipment custodian who is responsible for the tracking of equipment assigned to the county by the department pursuant to this agreement. The county may choose to designate secondary equipment custodians who are responsible for equipment at county sites where equipment provided through this contract is located.

Primary County Equipment Custodian

County	Jefferson
Name	Kathleen Spencer
Email	kspencer@co.jefferson.tx.us
Phone Number	(409)835-8708
Physical Address	1149 Pearl St., Beaumont, TX 77701

Secondary County Equipment Custodian(s)
may designate one per county office

ATTACHMENT F
County Equipment List¹

By signing this form, the equipment custodian, so designated by the county, takes responsibility for the equipment in the county's possession.

County Jefferson

Equipment Custodian Name Kathleen Spencer

Equipment Custodian Signature Kathleen Spencer

¹The department will provide an annual County Equipment List that will serve as Attachment F.

²The Basic Workstation includes all standard items for full functionality (monitor, CPU, keyboard, mouse, printer, software, support, and cash drawer, if necessary), in a normal environment.

BT CID-JEFFERSON COUNTY SUBSTATION 1 @ 4605 JERRY WARE DR. NEDERLAND TX 77627

Asset #	Asset Description	Serial ID	Location	Custodian	Condition (G, F, P)	Validation 1-Located; 2-Transfer; or 3-Missing/Stolen	Inv. Control Use Only
						1	2
019852	1)AN/MAN SWITCHING	FTX133681FO	✓	5BT123S001	G	Van Pelt,Pamela	
032248	1)COMPUTER, DESKTOP	2UA6322V75	✓	5BT123S001	G	Van Pelt,Pamela	
032249	1)PRINTERS	PHBBR14521	✓	5BT123S001	G	Van Pelt,Pamela	
032250	1)COMPUTER, DESKTOP	2UA6322W7B	✓	5BT123S001	G	Van Pelt,Pamela	
032251	1)PRINTERS	PHBBR14313	✓	5BT123S001	G	Van Pelt,Pamela	
032252	1)COMPUTER, DESKTOP	2UA6322VL5	✓	5BT123S001	G	Van Pelt,Pamela	
032253	1)COMPUTER, DESKTOP	2UA6322V8R	✓	5BT123S001	G	Van Pelt,Pamela	
032254	1)PRINTERS	PHBBR14314	✓	5BT123S001	G	Van Pelt,Pamela	
032255	1)PRINTERS	PHBBR14309	✓	5BT123S001	G	Van Pelt,Pamela	
032256	1)COMPUTER, DESKTOP	2UA6322V2K	✓	5BT123S001	G	Van Pelt,Pamela	
032257	1)COMPUTER, DESKTOP	2UA6322V9S	✓	5BT123S001	G	Van Pelt,Pamela	
032258	1)PRINTERS	PHBBR14546	✓	5BT123S001	G	Van Pelt,Pamela	
032259	1)PRINTERS	PHBBR14556	✓	5BT123S001	G	Van Pelt,Pamela	
032260	1)COMPUTER, DESKTOP	2UA6322V28	✓	5BT123S001	G	Van Pelt,Pamela	
032261	1)PRINTERS	PHBBR14557	✓	5BT123S001	G	Van Pelt,Pamela	
032262	1)COMPUTER, DESKTOP	2UA6322V1\Z	✓	5BT123S001	G	Van Pelt,Pamela	
032263	1)COMPUTER, DESKTOP	PHBBR14305	✓	5BT123S001	G	Van Pelt,Pamela	
032264	1)COMPUTER, DESKTOP	2UA6322V2C	✓	5BT123S001	G	Van Pelt,Pamela	
032265	1)COMPUTER, DESKTOP	PHBBR14315	✓	5BT123S001	G	Van Pelt,Pamela	

COMPUTER, DESKTOP
END OF REPORT

Atheney Spencer

Employee Printed Name

Employee Signature

18. Littellian Spaniel

7/17/19

Date

NOTE: IF ADDITIONAL ASSETS ARE FOUND THAT ARE NOT ON THIS REPORT ADD THEM TO AN "ADDITIONAL ITEMS FOUND" FORM RATHER THAN ADDING THEM HERE.

Employee Printed Name

Employee Signature

Date

NOTE: IF ADDITIONAL ASSETS ARE FOUND THAT ARE NOT ON THIS REPORT, ADD THEM TO AN "ADDITIONAL ITEMS FOUND" FORM RATHER THAN ADDING THEM HERE.

Asset #	Serial ID	Location	Custodian	Condition (G, F, P)	Validation	
					1-Located: 2-Transfer; or 3 Missing/Stolen	Inv. Control Use Only
017425	FCQ1107Y1DO	✓	4BT123M000	G	Van Pelt,Pamela	
019548	FCQ11531Y0LH	✓	4BT123M000	G	Van Pelt,Pamela	
019770	FTX15381HG	✓	4BT123M000	G	Van Pelt,Pamela	
032790	2UAG322X5C	✓	4BT123M000	G	Van Pelt,Pamela	
032791	PHBBQ15439	✓	4BT123M000	G	Van Pelt,Pamela	
032792	2UAG322YNTS	✓	4BT123M000	G	Van Pelt,Pamela	
032793	PHBBQ15447	✓	4BT123M000	G	Van Pelt,Pamela	
032794	2UAG322X5B	✓	4BT123M000	G	Van Pelt,Pamela	
032795	PHBBQ15456	✓	4BT123M000	G	Van Pelt,Pamela	
032796	2UAG322YNSX	✓	4BT123M000	G	Van Pelt,Pamela	
032797	PHBBQ15450	✓	4BT123M000	G	Van Pelt,Pamela	
032798	2UAG322Y/S4	✓	4BT123M000	G	Van Pelt,Pamela	
032799	PHBBQ15444	✓	4BT123M000	G	Van Pelt,Pamela	
032800	2UAG322WQ3	✓	4BT123M000	G	Van Pelt,Pamela	
032801	PHBBQ15445	✓	4BT123M000	G	Van Pelt,Pamela	
032802	2UAG322WNY	✓	4BT123M000	G	Van Pelt,Pamela	
032803	PHBBQ15448	✓	4BT123M000	G	Van Pelt,Pamela	
032804	2UAG322YNTQ	✓	4BT123M000	G	Van Pelt,Pamela	
032805	PHBBQ15446	✓	4BT123M000	G	Van Pelt,Pamela	
032806	2UAG322YVQB	✓	4BT123M000	G	Van Pelt,Pamela	
032807	PHBBQ15434	✓	4BT123M000	G	Van Pelt,Pamela	
032808	2UAG322WNU	✓	4BT123M000	G	Van Pelt,Pamela	
032809	PHBBQ15440	✓	4BT123M000	G	Van Pelt,Pamela	
032810	2UAG322YVXZ	✓	4BT123M000	G	Van Pelt,Pamela	
032811	PHBBQ15441	✓	4BT123M000	G	Van Pelt,Pamela	
032812	2UAG322YVX6	✓	4BT123M000	G	Van Pelt,Pamela	
032813	PHBBQ15371	✓	4BT123M000	G	Van Pelt,Pamela	
032814	2UAG322X4Y	✓	4BT123M000	G	Van Pelt,Pamela	

Kathleen Sneed 7/17/14

Employee Signature 7/17/14 Date

By my signature above, I attest that the assets listed above were each accounted for during a physical location performed between 7/17/14 and 7/17/14 (date) and transferred (see attached transfer) shown in the last column with a copy of the transfer attached to this report; or, as missing/stolen/damaged ("see attached name provided and shown as "located in last column); transferred ("see attached transfer" shown in the last column with a copy of the transfer attached to this report); or, as missing/stolen report attached to this report.

NOTE: IF ADDITIONAL ASSETS ARE FOUND THAT ARE NOT ON THIS REPORT, ADD THEM TO AN "ADDITIONAL ITEMS FOUND" FORM RATHER THAN ADDING THEM HERE.

Kathleen Spencer
Employee Printed Name

Matthew Spanos
Employee Signature

Employee/Signature

Employee Printed Name

7/17/19 Date

By my signature above, I attest that the assets listed above were each accounted for during a physical location performed between 7/17/19 (date) and 7/17/19 (date) by Walt V. Sencer (names) and identified as either located (condition transferred ("see attached transfer" shown in the last column with a copy of the transfer attached to this report); or, as missing/stolen/damaged ("s and shown as "located" in last column); transferred ("see attached transfer" shown in the last column with a copy of the transfer attached to this report); or, as missing/stolen/damaged ("s missing/stolen record" shown in last column and a copy of the new custodian/inventory coordinator signed missing/stolen report attached to this report).

NOTE: IF ADDITIONAL ASSETS ARE FOUND THAT ARE NOT ON THIS REPORT, ADD THEM TO AN "ADDITIONAL ITEMS FOUND" FORM RATHER THAN ADDING THEM HERE.

REFRESH PROJECT
JEFFESON CO/BEAUMONT OFFICE
JANUARY 14, 2017

Workstation	Old Equip Asset Tag#	Old Equip Serial #	Old Equip Asset Tag#	Old Equip Serial #	Old Equip Asset Tag#	Old Equip Serial #	New Equip Asset Tag#	New Equip Serial #	New Equip Asset Tag#			
R1230309	020805	2UA13218NP	024958	VNBCC6V2YW	032790	2UA6322X5Q	032791	PHBBQ15439				
R1230307	020014	2UA1320ZZ5	024956	VNBCC6V2YY	032792	2UA6322WTS	032793	PHBBQ15447				
R1230308	020009	2UA1321N4R	024957	VNBCC6V2YN	032794	2UA6322X5B	032795	PHBBQ15456				
R1230300	020012	2UA1320ZY3	024969	VNBCC6V1SW	032796	2UA6322WSX	032797	PHBBQ15450				
R1230311	020002	2UA1321N1D	024964	VNBCC6V2YF	032798	2UA6322VS4	032799	PHBBQ15444				
R1230000	020003	2UA1321N05	024963	VNBCC6V2YP	032800	2UA6322WQ3	032801	PHBBQ15445				
R1230100	020808	2UA13218LC	024960	VNBCC6V1SQ	032802	2UA6322WJY	032803	PHBBQ15448				
R1230301	020005	2UA1321N10	024967	VNBCC6V1T6	032804	2UA6322WTQ	032805	PHBBQ15446				
R1230200	020799	2YA132180T	030341	VND3Q41894	032806	2UA6322WQB	032807	PHBBQ15434				
R1230310	020812	2UA13218NY	024968	VNBCC6V1SZ	032808	2UA6322WJJ	032809	PHBBQ15440				
R1230302	020811	2UA13218KY	017522	VND3Q00964	032810	2UA6322WXZ	032811	PHBBQ15441				
R1230305	020001	2UA1321N6C	024954	VNBCC6V1T5	032812	2UA6322WK6	032813	PHBBQ15371				
R1230312	017556	MXL4262TS2	017506	VND3Q00957	032814	2UA6322X4Y	032815	PHBBQ15437				
R1230250	020004	2UA1321N0X	016992	VND3F13868	032816	2UA6322WTV	032817	PHBBQ15442				
R1230303	020809	2UA13218LY	024955	VNBCC6V1SP	032818	2UA6322WSZ	032819	PHBQQ15377				
R1230304	020008	2UA1321N1S	024959	VNBCC6V1T0	032820	2UA6322WP2	032821	PHBBQ15443				
R1230306	020006	2UA1321N0R	024962	VNBCC6V2YQ	032822	2UA6322WP4	032823	PHBBQ15449				

REFRESH PROJECT
JEFFESON CO/BEAUMONT OFFICE
JANUARY 14, 2017

Workstation	Old Equip Asset Tag#	Old Equip Serial #	Old Equip Asset Tag#	Old Equip Serial #	Old Equip Asset Tag#	Old Equip Serial #	New Equip Asset Tag#	New Equip Serial #	New Equip Asset Tag#	New Equip Asset Tag#	New Equip Serial #
R1230309	020805	2UA13218NP	024958	VNBCC6V2YW	032790	2UA6322X5Q	032791	PHBBQ15439			
R1230307	020014	2UA1320ZZ5	024956	VNBCC6V2YX	032792	2UA6322WTS	032793	PHBBQ15447			
R1230308	020009	2UA1321N4R	024957	VNBCC6V2YN	032794	2UA6322X5B	032795	PHBBQ15456			
R1230300	020012	2UA1320ZY3	024969	VNBCC6V1SW	032796	2UA6322WSX	032797	PHBBQ15450			
R1230311	020002	2UA1321N1D	024964	VNBCC6V2YF	032798	2UA6322VS4	032799	PHBBQ15444			
R1230000	020003	2UA1321N05	024963	VNBCC6V2YP	032800	2UA6322WQ3	032801	PHBBQ15445			
R1230100	020808	2UA13218LC	024960	VNBCC6V1SQ	032802	2UA6322WJY	032803	PHBBQ15448			
R1230301	020005	2UA1321N10	024967	VNBCC6V1T6	032804	2UA6322WTQ	032805	PHBBQ15446			
R1230200	020799	2YA13218OT	030341	VND3Q41894	032806	2UA6322WQB	032807	PHBBQ15434			
R1230310	020812	2UA13218NY	024968	VNBCC6V1SZ	032808	2UA6322WJJ	032809	PHBBQ15440			
R1230302	020811	2UA13218KY	017522	VND3Q00964	032810	2UA6322WXZ	032811	PHBBQ15441			
R1230305	020001	2UA1321N6C	024954	VNBCC6V1T5	032812	2UA6322WK6	032813	PHBBQ15371			
R1230312	017556	MXL4262TS2	017506	VND3Q00957	032814	2UA6322X4Y	032815	PHBBQ15437			
R1230250	020004	2UA1321N0X	016992	VND3F13868	032816	2UA6322WTV	032817	PHBBQ15442			
R1230303	020809	2UA13218LY	024955	VNBCC6V1SP	032818	2UA6322WSZ	032819	PHBQQ15377			
R1230304	020008	2UA1321N1S	024959	VNBCC6V1T0	032820	2UA6322WP2	032821	PHBBQ15443			
R1230306	020006	2UA1321N0R	024962	VNBCC6V2YQ	032822	2UA6322WP4	032823	PHBBQ15449			



Workstation Modification Form

Submit questions related to this form to Security_Management@TxDMV.gov.

Instructions

All modifications to or connectivity from an RTS workstation must be reviewed and approved by TxDMV. This includes credit card readers, automatic security cash drawer openers, peripherals, linking to databases, access to websites, firewall access, etc. To request any such modifications, please complete this form and submit to Security_Management@TxDMV.gov. Approval or denial will be communicated by return of this form via email to the email address listed below. Please allow 15 business days for processing.

Contact Information

County Jefferson	County Contact Name Kathleen Spencer	
Email Address kspencer@co.jefferson.tx.us	Phone Number (409)835-8708	Cell Phone Number

Type of Request

Website Access <input type="checkbox"/>	Device/Peripheral Connected to RTS Workstation <input checked="" type="checkbox"/>	Connection to County System <input type="checkbox"/>
--	---	---

Website Information

URL	Type of Website	Business Justification for Website Access from RTS Workstation

Device/Peripheral Information

Type of Device/Peripheral (e.g., credit card reader, auto security cash drawer openers, etc.) 2 Port Flip USB/KVM Switch	Model Name Belkin	Model Number F1DF102U	Type of Connection USB	Does connection of device require software (including device drivers) installed on RTS workstation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Vendor Information	Vendor Name	Vendor Contact	Phone Number	Email Address

Description of how the device will be used:

Allows the County to use the same mouse and keyboard on two different CPUs.

Additional technical information for credit card Readers only

Website URL(s) (max of 5)	Does the payment process utilize more than five (5) external URls? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is the vendor certified PCI compliant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is the vendor PA-DSS compliant and/or is the system on the PABP list? <input type="checkbox"/> Yes <input type="checkbox"/> No
Attach the following technical documentation: 1) Vendor contract(s) 2) Appropriate PCI SAQ (self-assessment questionnaire)* Click to download form	*The most recent PCI-DSS form version found on the PCI website should be used. NOTE: Vendors must not accept charges using the RTS Network until they have been approved to do so.		

County System Information																			
Description of County System:		Does the access to this County System require connection of the RTS Workstation to the county network?																	
		<input type="checkbox"/> Yes <input type="checkbox"/> No																	
Business justification for connection of County System to RTS Workstation:																			
Additional Information (use this section to provide additional information or details about the requested modification(s))																			
Requested By <table border="1"> <tr> <td>Name</td> <td colspan="3">Title</td> </tr> <tr> <td>Kathleen Spencer</td> <td colspan="3">Automobile Director</td> </tr> <tr> <td>Signature</td> <td colspan="3">Date</td> </tr> <tr> <td colspan="4"> <i>Kathleen Spencer</i> 7/26/19 </td> </tr> </table> <p>For credit card readers, my signature above confirms that all impacted personnel have read the validation policy RTS Vendor Request for Credit Card Processing and agree to adhere to it.</p>				Name	Title			Kathleen Spencer	Automobile Director			Signature	Date			<i>Kathleen Spencer</i> 7/26/19			
Name	Title																		
Kathleen Spencer	Automobile Director																		
Signature	Date																		
<i>Kathleen Spencer</i> 7/26/19																			
TxDMV Use Only																			
Website Access	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	If denied, reason:																
Device/Peripheral	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	If denied, reason:																
County System	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	If denied, reason:																
Comments:																			
Reviewed by	Title																		
Signature	Date																		



Workstation Modification Form

Submit questions related to this form to Security_Management@TxDMV.gov.

Instructions

All modifications to or connectivity from an RTS workstation must be reviewed and approved by TxDMV. This includes credit card readers, automatic security cash drawer openers, peripherals, linking to databases, access to websites, firewall access, etc. To request any such modifications, please complete this form and submit to Security_Management@TxDMV.gov. Approval or denial will be communicated by return of this form via email to the email address listed below. Please allow 15 business days for processing.

Contact Information

County Jefferson	County Contact Name Kathleen Spencer	
Email Address kspencer@co.jefferson.tx.us	Phone Number (409)835-8708	Cell Phone Number

Type of Request

Website Access <input type="checkbox"/>	Device/Peripheral Connected to RTS Workstation <input checked="" type="checkbox"/>	Connection to County System <input type="checkbox"/>
--	---	---

Website Information

URL	Type of Website	Business Justification for Website Access from RTS Workstation

Device/Peripheral Information

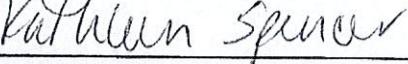
Type of Device/Peripheral (e.g., credit card reader, auto security cash drawer openers, etc.)	Model Name	Model Number	Type of Connection (e.g., USB, serial port, etc.)	Does connection of device require software (including device drivers) installed on RTS workstation?
2 Port USB/KVM Switch	IOGear	GCS42UW6	USB/VGA	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Vendor Information	Vendor Name	Vendor Contact	Phone Number	Email Address

Description of how the device will be used:

Allows the County to use the same mouse and keyboard on two different CPUs.

Additional technical information for Credit Card Readers only

Website URL(s) (max of 5)	Does the payment process utilize more than five (5) external URLs? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is the vendor certified PCI compliant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is the vendor PCI-DSS compliant and/or is the system on the PABP list? <input type="checkbox"/> Yes <input type="checkbox"/> No
Attach the following technical documentation:	*The most recent PCI-DSS form version found on the PCI website should be used. NOTE: Vendors must not accept charges using the RTS Network until they have been approved to do so.		
1) Vendor contract(s) 2) Appropriate PCI SAQ (self-assessment questionnaire)* Click to download form			

County System Information			
Description of County System:		Does the access to this County System require connection of the RTS Workstation to the county network?	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Business justification for connection of County System to RTS Workstation:			
Additional Information (use this section to provide additional information or details about the requested modification(s))			
Requested By			
Name		Title	
Kathleen Spencer		Automobile Director	
Signature		Date	
		7/26/19	
<i>For credit card readers, my signature above confirms that all impacted personnel have read the validation policy RTS Vendor Request for Credit Card Processing and agree to adhere to it.</i>			
TxDMV Use Only			
Website Access	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	If denied, reason:
Device/Peripheral	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	If denied, reason:
County System	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	If denied, reason:
Comments:			
Reviewed by		Title	
Signature		Date	



Workstation Modification Form

Submit questions related to this form to Security_Management@TxDMV.gov.

Instructions

All modifications to or connectivity from an RTS workstation must be reviewed and approved by TxDMV. This includes credit card readers, automatic security cash drawer openers, peripherals, linking to databases, access to websites, firewall access, etc. To request any such modifications, please complete this form and submit to Security_Management@TxDMV.gov. Approval or denial will be communicated by return of this form via email to the email address listed below. Please allow 15 business days for processing.

Contact Information

County Jefferson	County Contact Name Kathleen Spencer	
Email Address kspencer@co.jefferson.tx.us	Phone Number (409)835-8708	Cell Phone Number

Type of Request

Website Access <input type="checkbox"/>	Device/Peripheral Connected to RTS Workstation <input checked="" type="checkbox"/>	Connection to County System <input type="checkbox"/>
--	---	---

Website Information

URL	Type of Website	Business Justification for Website Access from RTS Workstation

Device/Peripheral Information

Type of Device/Peripheral (e.g., credit card reader, auto security cash drawer openers, etc.)	Model Name	Model Number	Type of Connection (e.g., USB, serial port, etc.)	Does connection of device require software (including device drivers) installed on RTS workstation?
2 Port VGA USB KVM Switch	StarTech.com	5V231USBDDM	USB/VGA	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Vendor Information	Vendor Name	Vendor Contact	Phone Number	Email Address

Description of how the device will be used:

Allows the County to use the same mouse and keyboard on two different CPUs.

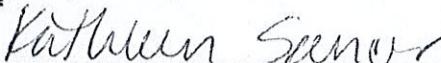
Additional technical information for Credit Card Readers only

Website URL(s) (max of 5)	Does the payment process utilize more than five (5) external URls?	Is the vendor certified PCI compliant?	Is the vendor PA-DSS compliant and/or is the system on the PABP list?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Attach the following technical documentation:

1) Vendor contract(s)
2) Appropriate PCI SAQ (self-assessment questionnaire)*
[Click to download form](#)

*The most recent PCI-DSS form version found on the PCI website should be used.
NOTE: Vendors must not accept charges using the RTS Network until they have been approved to do so.

County System Information			
Description of County System:		Does the access to this County System require connection of the RTS Workstation to the county network?	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Business justification for connection of County System to RTS Workstation:			
Additional Information (use this section to provide additional information or details about the requested modification(s))			
Requested By			
Name		Title	
Kathleen Spencer		Automobile Director	
Signature		Date	
		7/26/19	
<i>For credit card readers, my signature above confirms that all impacted personnel have read the validation policy RTS Vendor Request for Credit Card Processing and agree to adhere to it.</i>			
TxDMV Use Only			
Website Access	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	If denied, reason:
Device/Peripheral	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	If denied, reason:
County System	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	If denied, reason:
Comments:			
Reviewed by		Title	
Signature		Date	



Resolution

STATE OF TEXAS

§ COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§ OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 26th day of August, 2019, on motion made by Everette Alfred Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following RESOLUTION was adopted:

WHEREAS, Don Rao has devoted his entire working career to serving the citizens of the State of Texas and the citizens of Jefferson County with pride and professionalism; and

WHEREAS, Don Rao began his career in civil engineering in 1958 after leaving Lamar State College to join the, formerly, Texas Highway Department during he was instrumental in helping plan the design of Interstate Highway 10 along with countless other road projects; and

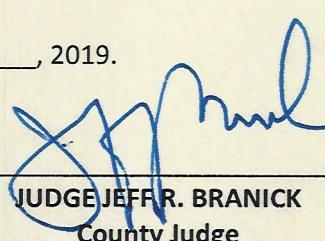
WHEREAS, Don Rao retired from Texas Highway Department in 1991 and he joined the Jefferson County Engineering Department and became the Director of Engineering in 2010. Through hard work and commitment to excellence, Don Rao has earned the respect of his colleagues and the citizens of Jefferson County by managing and directing projects to rebuild and improve the County infrastructure; and

WHEREAS, Don Rao, having made a significant contribution to the Engineering Department, Don Rao deserves to be recognized for his unselfish and tireless devotion to the common good and welfare of the citizens of Jefferson County and he will be missed by his friends and co-workers.

WHEREAS, Don Rao has now decided to retire and devote some time with his family and relax.

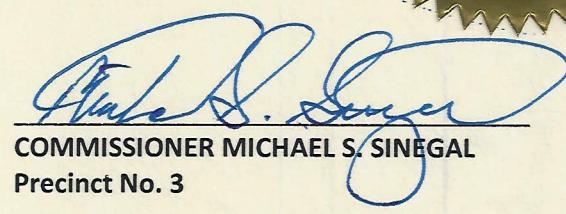
NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend Don Rao for his dedicated service as a valuable employee of Jefferson County Engineering Department and wishes him well in his retirement.

SIGNED this 26 day of August, 2019.

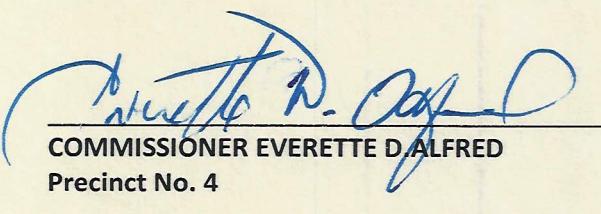

JUDGE JEFF R. BRANICK
County Judge



ABSENT
COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

ABSENT
COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, August 26, 2019

There being no further business to come before the Court at this time,
same is now here adjourned on this date, August 26, 2019