

SPECIAL, 10/7/2013 1:00:00 PM

BE IT REMEMBERED that on October 07, 2013, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1 (ABSENT)

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4
(ABSENT)

Honorable G. Mitch Woods, Sheriff

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

Theresa Goodness, Chief Deputy

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

Notice of Meeting and Agenda and Minutes
October 07, 2013

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
October 07, 2013**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:00 PM**, on the **07th** day of **October 2013** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two

PURCHASING:

1. Receive and file bids for (IFB 13-020/JW), Term Contract for Indigent Burial Plots for Jefferson County.

SEE ATTACHMENTS ON PAGES 15 - 72

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

2. Consider and approve specifications for Invitation for Bid (IFB 13-024/JW), Term Contract for Morgue Transport Service for Jefferson County.

SEE ATTACHMENTS ON PAGES 73 - 109

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

3. Consider and approve specifications for Invitation for Bid (IFB 13-025/KJS), Ford Park Arena Public Address System.

SEE ATTACHMENTS ON PAGES 110 - 110

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

4. Approve award, execute, receive and file Acceptance of Offer for (IFB 13-020/JW), Term Contract for Indigent Burial Plots for Jefferson County with Claybar Haven of Rest Cemetery, as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 111 - 113

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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5. Execute, receive and file contract for (IFB 13-017/JW), Re-bid Automobile Rental Concessions at the Jack Brooks Regional Airport with Avis Budget Car Rental, LLC. and The Hertz Corporation.

SEE ATTACHMENTS ON PAGES 114 - 131

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

6. Consider and approve, execute, receive and file Change Order #4 for (IFB 11-049/KJS) Jefferson County Regional Marine Security Center with ALLCO. This change order will increase the contract amount by \$1,388.75, bringing the contract total to \$2,498,403.75, for additional blown-in R19-value fiberglass insulation in the attic. This is funded by the American Recovery and Reinvestment Act Port Security Grant Program (ARRA PSGP)

SEE ATTACHMENTS ON PAGES 132 - 134

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

7. Consider and approve, execute, receive and file an Agreement (810 Replacement with OS Upgrade) with Jefferson County (MIS) and SPS VAR, LLC to migrate data from 9406-810 sn 454TM to 8202-E4D, in the amount of \$43,250.00 excluding charges for shipping.

SEE ATTACHMENTS ON PAGES 135 - 136

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

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8. Consider and approve, execute, receive and file an Agreement with Guardian Force and Ben J. Rogers Regional Visitors Center for burglar and fire systems at a yearly rate of \$3900.00 to be billed quarterly in the amount of \$975.00 beginning on October 7, 2013.

SEE ATTACHMENTS ON PAGES 137 - 137

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

9. Consider and approve, execute, receive and file a Change Authorization for Service Elite with IBM for i5/OS V5R4 Service Extension Support for 3 months beginning October 7, 2013 in the amount of \$605.00.

SEE ATTACHMENTS ON PAGES 138 - 139

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

10. Consider and approve a discretionary exemption as authorized by Local Government §Code 262.02(a)(7)(D) for items that can be obtained from only one source, due to captive replacement parts or components for equipment, for revised additional staging and players tunnel to add stairs, rolling drum risers and equipment ramp with StageRight in the amount of \$61,200.00.

SEE ATTACHMENTS ON PAGES 140 - 141

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

COMMISSIONERS COURT:

11. Consider, possibly approve and authorize the County Judge to execute the Collective Bargaining Agreement between Jefferson County, Texas and the Jefferson County Deputy Constables Association for October 1, 2013 through September 30, 2014.

SEE ATTACHMENTS ON PAGES 142 - 175

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

12. Consider and possibly authorize the County Judge to execute GLO Contract No. 10-5291-000-5299 Amendment No. 9 for Round 1 Disaster Recovery Funding.

SEE ATTACHMENTS ON PAGES 176 - 190

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

13. Consider and possibly approve the 2014 County Holidays.

SEE ATTACHMENTS ON PAGES 191 - 191

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

14. Consider and possibly approve a Proclamation for Domestic Violence Awareness Month.

SEE ATTACHMENTS ON PAGES 192 - 192

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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15. Consider and possibly approve a Resolution recognizing the 317th Judicial District Court of Jefferson County, Texas as the Jefferson County Family Dependency Treatment Drug Court.

SEE ATTACHMENTS ON PAGES 193 - 193

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

16. Consider and possibly approve a Proclamation for National 4-H Week October 6-12, 2013.

SEE ATTACHMENTS ON PAGES 194 - 194

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

17. Consider and approve Resolution for 2014 Indigent Defense Formula Grant Application.

SEE ATTACHMENTS ON PAGES 195 - 195

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

18. Consider and approve a fee of \$2 for each electronic filing transaction in accordance with Subchapter C, Chapter 72, Government Code, Section 72.031 effective January 1, 2014. This fee will be used to recover the actual system operating costs incurred by the County to accept electronic payment methods or interface with other technology information systems related to eFiling of court documents.

SEE ATTACHMENTS ON PAGES 196 - 196

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

**Notice of Meeting and Agenda and Minutes
October 07, 2013**

19. Consider and approve Nationwide revised plan design (option 2) for the Jefferson County 457 deferred compensation plan. Option 2 transfers the fiduciary responsibility for fund selection to Morningstar Associates, LLC. Under Option 2, the current number of funds to select from will be reduced from 50 to 30 funds.

SEE ATTACHMENTS ON PAGES 197 - 201

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AIRPORT:

20. Consider and possibly authorize the County Judge to execute Amendment to Land Lease Agreement between Jefferson County and William F. Scott 1991 Trust for property leased and the Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 202 - 203

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AUDITOR:

21. Consider and approve FY 2013 budget transfer - Voters' Registration - additional cost for postage.

120-1031-415-4052	POSTAGE	\$50.00	
120-1031-415-3084	MINOR EQUIPMENT		\$50.00

SEE ATTACHMENTS ON PAGES 204 - 204

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

22. Consider and approve FY 2013 budget amendment - Risk Management - additional cost for postage.

120-1016-415-4052	POSTAGE	\$700.00	
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120-3062-423-1044	DETENTION OFFICERS		\$700.00
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SEE ATTACHMENTS ON PAGES 205 - 205

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

23. Consider and approve FY 2013 budget amendment - Morgue - additional cost for contractual services.

120-3080-421-5077	CONTRACTUAL SERVICE	\$45,000.00	
120-3062-423-1044	DETENTION OFFICERS		\$45,000.00

SEE ATTACHMENTS ON PAGES 206 - 206

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

24. Consider and approve FY 2013 budget amendment - Indigent Health - additional cost for pharmaceuticals.

120-5079-442-3049	PHARMACEUTICAL SUPPLIES	\$80,000.00	
120-3062-423-1044	DETENTION OFFICERS		\$80,000.00

SEE ATTACHMENTS ON PAGES 207 - 207

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

25. Consider and approve FY 2014 budget amendment - Justice of the Peace, Precinct 6 - correction for contractual services.

120-2047-412-5077	CONTRACTUAL SERVICE	\$2,982.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$2,982.00

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SEE ATTACHMENTS ON PAGES 208 - 208

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

26. Consider and approve FY 2014 budget amendment - Parks - allocation of Road & Bridge, Precinct 3 labor cost.

116-0606-452-1028	LABORERS	\$28,000.00	
116-0606-452-2001	F.I.C.A. EXPENSE	\$2,150.00	
116-0606-452-2002	EMPLOYEES' RETIREMENT	\$4,800.00	
116-0606-452-2003	EMPLOYEES' INSURANCE	\$5,650.00	
113-0302-431-1028	LABORERS		\$28,000.00
113-0302-431-2001	F.I.C.A. EXPENSE		\$2,150.00
113-0302-431-2002	EMPLOYEES' RETIREMENT		\$4,800.00
113-0302-431-2003	EMPLOYEES' INSURANCE		\$5,650.00

SEE ATTACHMENTS ON PAGES 209 - 209

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

27. Consider and approve FY 2014 budget transfer - Justice of the Peace, Precinct 2 - utilization of extra help.

120-2043-412-1005	EXTRA HELP	\$20,000.00	
120-2043-412-1002	ASSISTANTS & CLERKS		\$20,000.00

SEE ATTACHMENTS ON PAGES 210 - 210

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

28. Regular County Bills - check #385655 through check #385941.

SEE ATTACHMENTS ON PAGES 211 - 221

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY CLERK:

29. Consider and possibly approve expenditure from County Clerk's Records Management Fund in the amount of \$11,844.65 for dual monitors and imaging cards for 8 Filing Dept. workstations to facilitate e-Recording, and for a tape backup unit and software license to backup the County Clerk's new server. The new backup unit is to replace an obsolete model.

SEE ATTACHMENTS ON PAGES 222 - 225

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY TREASURER:

30. Receive and File Investment Schedule for September, 2013, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 226 - 228

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

RISK MANAGEMENT:

31. Consider and possibly approve 2014 Health Benefits Renewal with the Southeast Texas Government Employee Benefits Pool.

SEE ATTACHMENTS ON PAGES 229 - 230

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

Other Business:

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

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

Jeff R. Branick
County Judge



2014 County Holidays

**January 20 (Monday)
Martin Luther King, Jr., Day**

**February 17 (Monday)
President's Day**

**April 18 (Friday)
Good Friday**

**May 26 (Monday)
Memorial Day**

**July 4 (Friday)
Independence Day**

**September 1 (Monday)
Labor Day**

**November 11 (Tuesday)
Veteran's Day**

**November 27 & 28 (Thursday & Friday)
Thanksgiving**

**December 25 & 26 (Thursday & Friday)
Christmas**

**January 1, 2015 (Thursday)
New Year's**

Attachment A

IFB 13-020/JW
 Term Contract for Indigent Burial Plots for Jefferson County
 Final Bid Tabulation

		Claybar Haven of Rest Cemetery US Hwy 90 West at Green Ponds Rd 1155 North 11th Beaumont, TX 77702 409-892-3456 phone 409-892-6477 fax warrenc@claybardifference.com Attention: Warren Claybar	
Item	Description	Unit Price	
1	Burial Plot (Initial Purchase of 50 Plots)	\$295.00	
2	Opening and Closing of Plot to include Tent and Chairs	\$525.00	
3	Grave Liner	\$354.00	
4	Marker for Grave	\$120.00	
Total		\$1,294.00	

CL A  B A R
HAVEN OF REST CEMETERY

Bid to Provide
Indigent Burial Plots



Jefferson County, Texas
Bid No. IFB 13-020/JW

September 25, 2013

IFB 13-020/JW
Indigent Burial Plots for Jefferson County
Bids Due: 11:00 am, October 1, 2013

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Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Division
1149 Pearl Street, First Floor
Beaumont, TX 77701

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

All bids shall be tightly sealed in an opaque envelope and **plainly marked with the Invitation for Bid number, due date, and the bidder's name and address.**

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

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

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2013

January 1	Tuesday	New Year's Day
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
March 29	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veterans Day
November 28-29	Thursday-Friday	Thanksgiving
December 25-26	Wednesday-Thursday	Christmas

6. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right

to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

7. Award

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

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

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

8. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Division.

12. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web

site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. Currency

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

17. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. Notice to Proceed/Purchase Order

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

19. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

20. Definitions

"County" – Jefferson County, Texas.

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

21. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net,

exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified

to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

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

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

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

3. Purchase Orders and Payment

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

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

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, continue for up to five (5) years.

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

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

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned**. The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **Job Number, Job Description, and marked "SEALED BID"**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and three (3) copies of the bid.**

2. Multiple Vendor Award

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

3. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

4. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

5. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

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

Minimum Insurance Requirements

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00
Property Insurance	Improvements & Betterments
Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

- 7.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs I.1. – I.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supercede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us, Phone: 409-835-8593), regarding any questions or comments. Please reference bid number 13-020/JW.

1 Objective

Jefferson County seeks to purchase approximately 50 Burial Plots with an option to purchase an additional 400 plots (at the rate of 100 plots per year) for the purpose of burial of the indigent, Contractor shall also provide Opening and Closing of Grave, Grave Liner, Tent and Chairs, and Marker. Jefferson County will purchase services on an as need basis.

2 Scope

Jefferson County expects to conduct approximately 55 burials of infants, children and adults per year. The successful contractor will provide simple, yet dignified, burials on a unit price basis, Burials shall include opening and closing of the grave, grave liner, tent and chairs and marker.

Contractor will be licensed by the state of Texas Funeral Service Commission to perform all aspects of this contract. Bidders will provide a copy of the Texas Funeral Service Commission license with their bid. Contractors who have this licensed suspended, repealed, or in any way restricted from performing services may not be paid for services rendered while this suspension, repeal or restriction is in effect. If the contractor has its license suspended, repealed or restricted in any way during the term of this contract, the contract may be terminated. The Cemetery shall have a Perpetual Care Certificate from The Banking Commissioner of Texas. Contractor must have a rating of 3 or better from the State of Texas Department of Banking. This is to ensure perpetual care for the cemetery.

Contractor may subcontract any part of these contracted services. However, the contractor shall be the party liable to Jefferson County for strict compliance with all contract specifications.

If it has been determined that the deceased had insufficient resources to be interred with private funds, Jefferson County will pay the rates described in the Pricing/Delivery Information Sheet. If it is determined that the deceased has private resources available, the contractor will aggressively pursue such resources toward paying for arrangements. Private resources include, but are not limited to, bank accounts, real property, personal property, insurance, and personal effects.

Jefferson County reserves the right to set the date, time, and location of the interment. Burials generally occur between 10:00 a.m. and 4:00 p.m., Monday through Friday, excluding weekends and holidays. All burials shall be carried out with the utmost dignity, decorum, and solemnity. Any exhumation shall not be the responsibility of Jefferson County, and will be undertaken at the expense of the party requesting such exhumation.

In the event Jefferson County requests a burial, a Jefferson County representative may be present. Jefferson County may inspect the procedures of the contractor from the time the contractor claims the body until the grave is covered. The contractor should provide access for media and/or public scrutiny at any time, and promptly notify Jefferson County as soon as the possibility of such media or public inquiry is made known to the contractor.

Contractor shall furnish Jefferson County an itemized invoice for services performed, stating that these specifications have been strictly adhered to, and that the contractor has not received, and will not receive, any money or other type of compensation from any party for the services for which Jefferson County is paying.

Burials may include, but are not limited to opening and closing of the burial plot, grave liner, tent & chairs, and a marker. Pricing for burials will be indicated as Items 1 through 4 on the Pricing Delivery Information Sheet.

Opening and closing of a gravesite includes providing a backhoe to dig a gravesite, place of a grave liner into a gravesite and then replacing the dirt to fill the gravesite. The grave shall be properly covered with contractor-provided earth consistent with surrounding area. The contractor is responsible for filling the gravesite as it settles for a period of up to six months after each interment until the grave is level and prepared for a gravestone. The top of the casket shall be no less than twenty-four (24) inches below the natural surface of the ground. Pricing for opening and closing of gravesites will be indicated on the bid form.

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:

Claybar Haven of Rest Cemetery

For clarification of this offer, contact:

Company Name

US Hwy 90 West at Greens Pond Rd.
1155 North 11th

Warren Claybar

Address

Name

Beaumont, Texas 77702

(409) 892-3456 (409) 892-6477

City State Zip

Phone Fax



warrenc@claybardifference.com

Signature of Person Authorized to Sign

E-mail

Warren Claybar

Printed Name

President

Title

BIDDER MUST RETURN THIS PAGE WITH OFFER

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Indigent Burial Plots for Jefferson County for a period of five (5) years beginning on date as specified on signed contract.

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. 13-020/JW. 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 Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

BIDDER MUST RETURN THIS PAGE WITH OFFER

Bid Form

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this IFB.

Item	Description	UM	Unit Price
1	Burial Plot (Initial Purchase of 50 Plots)	ea	\$ 295.00
2	Opening and Closing of Plot to include Tent & Chairs	ea	\$ 525.00
3	Grave Liner	ea	\$ 354.00
4	Marker for Grave	ea	\$ 120.00

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

VENDOR REFERENCES

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Orange County Social Services – Indigent Health Care
 Address: 123 South 6th Street, Orange, Texas 77630
 Contact Person and Title: Jennifer B. Pool
 Phone: (409) 882-7838 Fax: (409) 670-1162
 Contract Period: As needed Scope of Work: Indigent Burials

REFERENCE TWO

Government/Company Name: AmeriCommerce
 Address: 2615 Calder Suite 140, Beaumont, Texas 77702
 Contact Person and Title: Justin Marcantel
 Phone: (409) 860-9006 Ex# 130 Fax: (409) 840-6181
 Contract Period: Annual Scope of Work: Computer/Internet Services

REFERENCE THREE

Government/Company Name: Islamic Society of the Tri-plex
 Address: 1270 West Cardinal Drive, Beaumont, Texas 77705
 Contact Person and Title: Shawn Javed
 Phone: (409) 673-3443 Fax: NA
 Contract Period: As needed Scope of Work: Burials

BIDDER MUST RETURN THIS PAGE WITH OFFER

SIGNATURE PAGE

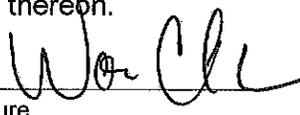
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

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

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

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

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

<u>Hillcrest Memorial Gardens dba Claybar Haven of Rest</u>	<u></u>
Bidder (Entity Name)	Signature
<u>US Hwy 90 at Greens Pond Rd.</u>	<u>Warren Claybar</u>
<u>1155 N. 11th Street</u>	Print Name
Street & Mailing Address	
<u>Beaumont, Texas 77702</u>	<u>September 25, 2013</u>
City, State & Zip	Date Signed
<u>(409) 892-3456</u>	<u>(409) 892-6477</u>
Telephone Number	Fax Number
<u>warrenc@ClaybarDifference.com</u>	
E-mail Address	

BIDDER MUST RETURN THIS PAGE WITH OFFER

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p>NONE—does not apply</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

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GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

This information must be submitted with your bid.

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 . . .

Does not apply
 Yes No

- 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 MUST RETURN THIS PAGE WITH OFFER

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

This information must be submitted with your bid.

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

BIDDER MUST RETURN THIS PAGE 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 MUST RETURN THIS PAGE 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: _____

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**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 MUST RETURN THIS PAGE 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 Hillcrest Memorial Gardens, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	76-0557719
Company Name submitting bid/proposal:	Hillcrest Memorial Gardens, Inc. Dba Claybar Haven of Rest Cemetery
Mailing address:	1155 N. 11 th Street, Beaumont, Texas 77702
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 **		
200000-000-329226-00000-8	US Hwy 90 at Greens Pond Road	300025-000-118000-00000-3	US Hwy 90 at Greens Pond Road
200000-000-051690-00000-9	US Hwy 90 at Greens Pond Road	300025-000-064001-00000-5	US Hwy 90 at Greens Pond Road
300025-000-064001-00000-7	US Hwy 90 at Greens Pond Road	300025-000-020000-00000-0	US Hwy 90 at Greens Pond Road
300024-000-077000-00000-5	US Hwy 90 at Greens Pond Road		

* 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 MUST RETURN THIS PAGE WITH OFFER

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Jefferson

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

"I, Warren Claybar am a duly authorized officer of/agent
Hillcrest Memorial Gardens
for dba Claybar Haven of Rest and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Hillcrest Memorial Gardens dba Claybar Haven of Rest.
(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: Claybar Haven of Rest Cemetery
1155 N. 11th Street, Beaumont, Texas 77702

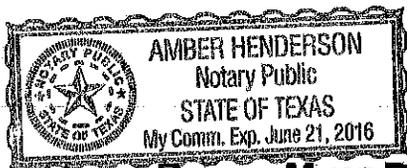
Fax: (409) 892-6477 Telephone# (409) 892-3456

by: Warren Claybar Title: President

(print name)
Signature: *Warren Claybar*

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

this the 25 day of September 2013.



Amber Henderson
Notary Public in and for
the State of Texas

BIDDER MUST RETURN THIS PAGE WITH OFFER

CLAYBAR
HAVEN OF REST CEMETERY

BID NUMBER IFB13-020/JW
Indigent Burial Plots

Appendix
Supporting Documents



Certificate of Liability Insurance

Certificate of Workers Compensation Coverage

Perpetual Care and Cemetery License Documentation

Certificate of Authority #217

RX Date/Time 09/12/2013 10:04
 SEP/12/2013/THU 10:14 AM BBS Insurance

FAX No. 936 632 1125

P.002
 P.002

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 09/12/2013

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

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

PRODUCER BARTLETT, BAGGETT & SHANDS 1204 South First St. P.O. Box 9 Lufkin, TX 75901	CONTACT NAME: Ben Bartlett
	PHONE (A/C, No, Ext): (936)632-4496 FAX (A/C, No): (936)632-1125 E-MAIL ADDRESS: bwb@bbsins.com
INSURED Hillcrest Memorial Gardens, Inc. P. O. Box 2060 Orange, TX 77631-2060	INSURER(S) AFFORDING COVERAGE: Continental Western Ins Co. NAIC #
	INSURER A:
	INSURER B: Texas Mutual Insurance Co.
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 2012-13 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADMITTED INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CPA1791267	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OF AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-SUBJECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CUA2803491	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	TSF0001207770	12/31/2012	12/31/2013	<input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> OTHER LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 JEFFERSON COUNTY, TEXAS IS SHOWN AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY. THERE IS A BLANKET WAIVER OF SUBROGATION PROVISION THAT PROVIDES THIS STATUS WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER REQUIRING SUCH STATUS.

REF: CLAYBAR HAVEN OF REST CEMETERY

CERTIFICATE HOLDER Jefferson County, Texas its officers, employees and agents Jefferson County Courthouse 1149 Pearl Street Beaumont, TX 77701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Bartlett B/JAB

HAVEN OF REST CEMETERY

PERPETUAL CARE AND LICENSING STATUS

Since Haven of Rest does not operate a crematory, the Texas Funeral Service Commission does not issue a license. As a perpetual care cemetery, we are regulated by the Texas Banking Department and have a current rating of 3.

We are providing a copy of the license for Hillcrest Memorial Gardens and Haven of Rest Crematory.

Haven of Rest Cemetery in Beaumont is a dba of Hillcrest Memorial Gardens.

Active Perpetual Care Cemeteries			Download
License #	Name DBA Contact Office's Address	Office's Phone Number Mailing Address	County
217	Hillcrest Memorial Gardens, Inc. Claybar Haven of Rest Tiffanie Woods 1155 N. 11th Street Beaumont, TX 77704	409-735-7145 P. O. Box 2060 Orange, TX 77631	Jefferson

EXAMINER'S COMMENTS AND CONCLUSIONS

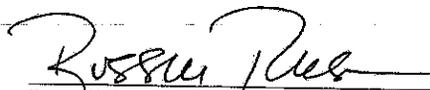
Certificate No. 135

UNIFORM RISK RATING

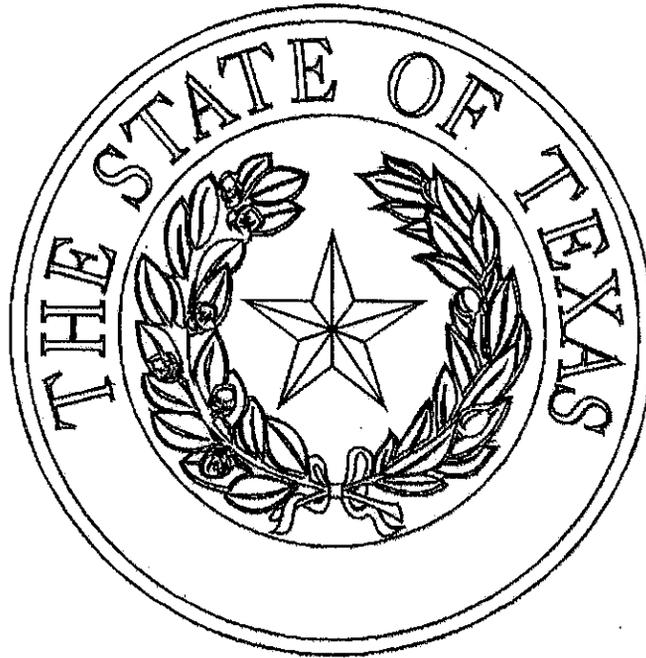
The certificate holder is assigned a uniform risk rating of 3. Certificate holders in this group exhibit operating and compliance weaknesses ranging from moderate to marginally severe. Violations of applicable law may be in evidence, some of which may be repeat criticisms. Operating records are inadequately maintained, required recordkeeping is less than satisfactory, and/or deposits to the trust fund have not been made in a timely manner. These operating and compliance weaknesses may have resulted in a trust fund deficiency. Further, management may lack the ability or willingness to effectively address weaknesses within appropriate timeframes. Certificate holders in this group require more than normal supervision to assure correction of deficiencies and preservation of trust funds.

Jay Kim

Examiner



 Russell Reese, Director of Special Audits



CERTIFICATE OF AUTHORITY NO. 217

Whereas, the Deputy Banking Commissioner of Texas, acting under the provisions of Chapter 712 of the Texas Health and Safety Code, does hereby grant

**Hillcrest Memorial Gardens, Inc.
Claybar Haven of Rest
1155 N. 11th Street
Beaumont, TX 77704**

authority to operate as a perpetual care cemetery.

This Certificate is non-transferable and will expire on March 1, 2014.

*In testimony whereof I have hereunto subscribed my name
officially on March 1, 2013.*

Stephanie Newberg

Stephanie Newberg, Deputy Banking Commissioner of Texas

Texas Funeral Service Commission

does hereby certify that

HAVEN OF REST CREMATORY

*Is licensed for the current year subject to the laws of this State and
the rules and regulations of the Texas Funeral Service Commission as:*

TYPE

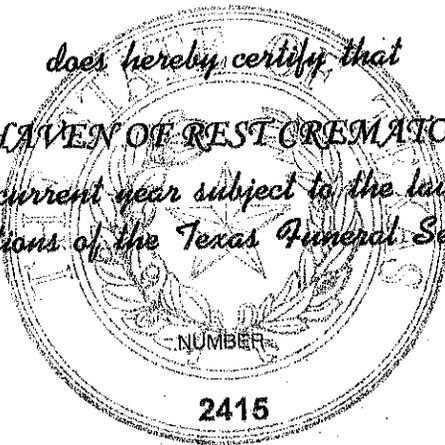
Crematory

NUMBER

2415

EXPIRES

May 31, 2014



09-27-13P04:43 RCVD

IFB 13-020/JW

Term Contract Indigent Burial Plots for Jefferson
County

Due: October 1, 2013

SEALED BID

GENNIS GROUP, INC

Memory Gardens of Jefferson County Cemetery
Oak Bluff Memorial Park Cemetery
Melancons Funeral Home

53
Memorial Park Cemetery
Memory Gardens Cemetery
Beeville Memorial Park Cemetery
Heritage Funeral Home of Memory Gardens

October 1, 2013

Jefferson County Purchasing Department
Ms. Deborah Clark
1149 Pearl Street, First Floor
Beaumont, Texas 77701

Re: Term Contract for Indigent Burial Plots

Ms. Clark,

At the invitation of Jefferson County, it is the desire of Memory Gardens Cemetery of Jefferson County to submit the following price bid on the above referenced contract. This bid, in accordance with the specifications obtained in IFB13-020JW, shall be inclusive of the following items concerning the burial of the decedent:

- Open and close of grave (Monday thru Friday 9am to 3:30pm)
- Concrete Grave Liner (minimum required by cemetery)
- Tent and Chair set up at request of the next of kin or the County
- Grave Marker to include name of decedent, date of death and date of birth (granite)

The price for this package will be \$1,975.00, and will be a period of one year.

Memory Gardens Cemetery of Jefferson County is a Perpetual Care Cemetery operating under Certificate of Authority No. 17, and received a "2" rating on its last examination performed by the Texas Department of Banking on April 30, 2012.

We appreciate the opportunity to be of service to the families of Jefferson County.

Respectfully yours,



Shane Reedy
CFO

10-01-13A10:27 RCVD

10 12 35032 090EFILE

Purchasing Agent
Bid # IFB 13-090/SW
Team Contract for Indigent Burial Plots
for Jefferson County

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Magnolia Cemetery

Company Name

2291 Pine St

Address

Beaumont TX 77704

City

State

Zip

Jimmy Sparks

Signature of Person Authorized to Sign

Jimmy Sparks

Printed Name

General Manager

Title

For clarification of this offer, contact:

Jimmy Sparks

Name

409-832-5741 409-832-7903

Phone

Fax

jimmy@magnoliacemetery.org

E-mail

BIDDER MUST RETURN THIS PAGE WITH OFFER

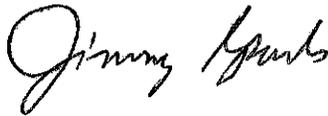
ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Indigent Burial Plots for Jefferson County for a period of five (5) years beginning on date as specified on signed contract.

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. 13-020/JW. 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 Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

BIDDER MUST RETURN THIS PAGE WITH OFFER

Bid Form

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this IFB.

Item	Description	UM	Unit Price
1	Burial Plot (Initial Purchase of 50 Plots)	ea	\$ 800
2	Opening and Closing of Plot to include Tent & Chairs	ea	\$ 425
3	Grave Liner	ea	\$ 253
4	Marker for Grave	ea	\$ 80

Acknowledgment of Addenda (if any):

Addendum 1 Date Received 9-23-13
 Addendum 2 Date Received _____
 Addendum 3 Date Received _____

VENDOR REFERENCES

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Everlastone Granite
 Address: PO Box 448 Elberton, Ga 30635
 Contact Person and Title: Mandy Madden Sales
 Phone: 800-554-8407 Fax: 706-283-3424
 Contract Period: NO Contract Scope of Work: Provide markers

REFERENCE TWO

Government/Company Name: SI Funeral Services
 Address: 1100 Cedarst Bmt, Tx 77703
 Contact Person and Title: Date Rogers
 Phone: 835-3344 Fax: 835-1443
 Contract Period: NO contract Scope of Work: Provide Concrete boxes

REFERENCE THREE

Government/Company Name: B&B Manufacturing
 Address: 904940 Portsmouth, Va 23705
 Contact Person and Title: Sales
 Phone: 800-331-8368 Fax: 800-840-8368
 Contract Period: NO Contract Scope of Work: Supply Tent Supplies

BIDDER MUST RETURN THIS PAGE 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.

Magnolia Cemetery

Bidder (Entity Name)

Jimmy Sparks

Signature

2291 Pine St, P.O. Box 1734

Street & Mailing Address

Jimmy Sparks

Print Name

Beavmont, TX 77704

City, State & Zip

9-25-13

Date Signed

409-832-5741

Telephone Number

409-832-7903

Fax Number

Jimmy@magnoliacemetery.org

E-mail Address

BIDDER MUST RETURN THIS PAGE WITH OFFER

N/A

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
1. Name of person doing business with local governmental entity.	
2. <input type="checkbox"/> Check this box is you are filing an update to a previously filed questionnaire.	
<p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.	
4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.	

BIDDER MUST RETURN THIS PAGE WITH OFFER

N/A

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

BIDDER MUST RETURN THIS PAGE WITH OFFER

N/A

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

This information must be submitted with your bid.

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 MUST RETURN THIS PAGE WITH OFFER

N/A

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

This information must be submitted with your bid.

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 MUST RETURN THIS PAGE 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 MUST RETURN THIS PAGE 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 MUST RETURN THIS PAGE 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): _____

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 MUST RETURN THIS PAGE 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 Magnolia Cemetery [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:	<u>Magnolia Cemetery</u>
Mailing address:	<u>PO Box 1734 Beaumont, TX 77704</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**
<u>74-0759030</u>	<u>2291 Pine St. Smt, TX 77703</u>

* 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 MUST RETURN THIS PAGE WITH OFFER

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Jimmy Sparks, who
(name)

after being by me duly sworn, did depose and say:
"I, Jimmy Sparks am a duly authorized officer of/agent
(name)
for Magnolia Cemetery and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Magnolia Cemetery.
(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: Magnolia Cemetery 7741 Pine St 77703
PO Box 1734 Bmt, TX 77704

Fax: 409-832-7903 Telephone# 409-832-5741

by: Jimmy Sparks Title: General Manager
(print name)

Signature: [Signature]

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

this the 24th day of September, 2013.

[Signature]
Notary Public in and for
the State of Texas



BID DER MUST RETURN THIS PAGE WITH OFFER



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

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

ADDENDUM TO IFB

IFB Number: 13-020/JW
IFB Title: Term Contract for Indigent Burial Plots for Jefferson County
IFB Due: 11:00 am, October 1, 2013
Addendum No.: 1
Issued (Date): September 12, 2013

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

Reason for Issuance of this addendum: This addendum is to clarify the time that a body is held before burial. If Jefferson County is to be responsible for the burial cost, the County shall notify the contractor within 15 days of the request from the family.

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

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

ATTEST:

Witness

Witness

Approved by _____ Date: _____

Jimmy Spurts

Authorized Signature (Bidder)

General Manager

Title of Person Signing Above

Magnolia Cemetery

Typed Name of Business or Individual

2291 Pine St Beaumont TX 77704

Address

Bid Name: Term Contract for indigent Burial Plots for Jefferson County

Bid NO: FFB 13-020/JW

Due Date: 11:00 am, October 1, 2013

Sealed Bid

Magnolia Cemetery

2291 Pine St.

P.O. Box 1734
Beaumont, TX 77704

09-26-13P01:50 RCVD



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

October 7, 2013

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Division for IFB 13-024/JW, Term Contract for Morgue Transport Service for Jefferson County. **Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. 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 Morgue Transport Service
for Jefferson County

BID NO: IFB 13-024/JW

DUE DATE/TIME: 11:00 AM, October 29, 2013

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 Jamey West, Contract Specialist at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – October 9th and October 16th, 2013

IFB 13-024/JW
Term Contract for Morgue Transport Service
for Jefferson County
Bids due: 11:00 AM, October 29, 2013

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X	Bid Affidavit	36

BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "X" ABOVE) WITH THE BID. ADDITIONALLY, BIDDER MUST MONITOR THE PURCHASING WEB SITE ([HTTP://WWW.CO.JEFFERSON.TX.US/PURCHASING/MAIN.HTM](http://www.co.jefferson.tx.us/purchasing/main.htm)) TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Division
1149 Pearl Street, First Floor
Beaumont, TX 77701

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

All bids shall be tightly sealed in an opaque envelope and **plainly marked with the Invitation for Bid number, due date, and the bidder's name and address.**

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

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

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2013

January 1	Tuesday	New Year's Day
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
March 29	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veterans Day
November 28-29	Thursday-Friday	Thanksgiving
December 25-26	Wednesday-Thursday	Christmas

6. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is

signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

7. Award

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

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

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

8. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Division.

12. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. Currency

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

17. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. Notice to Proceed/Purchase Order

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

19. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

20. Definitions

"County" – Jefferson County, Texas.

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

21. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material

safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned**. The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **Job Number, Job Description, and marked "SEALED BID"**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

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

3. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

4. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

5. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

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

Minimum Insurance Requirements

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00
Property Insurance	Improvements & Betterments
Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

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

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

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

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

7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.

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

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

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

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

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

- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.1. – 1.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 13-024/JW.

Scope

Vendor shall provide Morgue Transport Services for Jefferson County on an as-needed basis twenty-four (24) hours a day, 365 days a year in accordance with the requirements stated herein.

Renewal Option

Jefferson County may consider renewal options for an additional period of four (4) years, one (1) year at a time, based on the same terms, conditions and pricing as the original contract. Renewals are subject to approval by Commissioners' Court each period. Once renewal option is exhausted, the contract must be re-bid.

Jefferson County reserves the option to re-bid at any time as in its best interest and is not automatically bound to renewal of contract.

Insurance

All bidders must submit **with this bid** a certificate of insurance, signed by their insurance agent, showing that coverage as stipulated in the Special Requirements/Instructions section found on Pages 12-14 of this bid proposal (Item 6: Insurance and Item 7: Worker's Compensation). Coverage must be sustained for the duration of this agreement including renewal years. The successful bidder will be required to submit proof of continuing coverage by sending renewal certificates to the Jefferson County Purchasing Department, 1149 Pearl Street, Beaumont, Texas, 77701, Attention: Deborah L. Clark, Purchasing Agent.

Special Requirements

Contractor shall pick up decedent human remains from any location in Jefferson County and deliver same, F.O.B. inside, to the Southeast Texas Forensic Center, Inc. (hereinafter called "the Center"), 5030 Hwy. 69 South, Suite 700, Beaumont, Texas, in accordance with the manner described in this package.

In times of Disaster and/or Emergency, the Contractor may be called upon to pick up decedent(s) from locations outside Jefferson County. Contractor **shall not apply any special fees or charges** for pickups from other locations during times of Disaster and/or Emergency.

In times of Disaster and/or Emergency **only**, the Contractor shall be reimbursed for mileage to and from location of decedent pickup. Mileage reimbursement rate will be based on current IRS mileage rates. Current mileage rates may be obtained from the IRS website: <http://www.irs.gov/>

General Description

A Jefferson County Justice of the Peace will contact the contractor with a location, information, and instructions to pick up human remains and transport those remains to the Center. Corpses may have expired by natural or unnatural causes. Every effort must be made to provide services in an environmentally safe manner with respect and dignity for the deceased and to satisfy such standards, legal requirements, regulations or other provisions stipulated by the Justice of the Peace and/or other legitimate governmental jurisdictions while performing under this contract. This service must be available twenty-four (24) hours a day, 365 days a year.

Evaluation

This agreement will be awarded on the basis of the lowest and best bid. Lowest bids shall be construed as that which meets the needs of the end user, has demonstrated compliance with the requirements and specifications and is best able to perform the tasks in accordance with the standards contained herein.

Confidentiality

All cases are confidential in nature and the contractor must abide by strict rules with regard to protection of that confidentiality. Such rules include, but are not necessarily limited to, the following. Contractor, contractor's employees, stockholders, officers, partners or any member of the immediate families, **may not**:

- Provide any comment, speculation, opinion or information, directly or indirectly, solicited or unsolicited, with any person at, or away from, the scene where remains are picked up;
- Use any part of the information concerning or surrounding a death scene, or the decedents, to further business prospects of, or benefit of, any business entity or institution or collude in any way with any other business, media representative or attorney;
- Use cameras or any other type of recording device to capture imaging of the deceased or evidentiary material at a death scene or anywhere else;
- Permit any passengers or observers other than contract service personnel in contract vehicles at any time;
- Intentionally or unintentionally disrupt, tamper with, obscure, or defile evidentiary material at any time; preservation of evidence shall be prioritized;
- Make any statement, written or spoken, on behalf of the Jefferson County Justice of the Peace or the Center, nor offer opinions or discuss observations with family members, news media or general public, nor discuss the cause or manner of death at any time;
- Convey, in any manner or means, information concerning cases which may lead to knowledge of the name or address of the decedent, next of kin or relative, including, but not necessarily limited to, other transport companies, funeral homes, media representatives, attorneys or their agents, other employees or other agents of the contractor; or
- "Steer or lead" any next of kin or designee authorized to handle burial arrangements to any funeral homes or body transfer services, attorneys, florists or their agents.

For any unauthorized release of information, in violation of the above, the Contractor, and/or Contractor's employees shall be subject to immediate dismissal and termination of this contract at the option of Jefferson County Commissioners' Court. Jefferson County also reserves the right to require dismissal of an employee from service to the County in the event said person is shown to have a criminal and/or unacceptable (to the Jefferson County Commissioners' Court) driving record or has dealt in irregularities concerning any licensing, regulatory agency, history of operation and/or management of a prior business such that the activity was contrary to the public interest.

Contractor Requirements

All bidder shall meet all the following requirements by the date this bid is submitted, which will be subject to verification by the County immediately and/or at will.

Company Requirements

Contractor must:

- Be a bonded, insured, commercial enterprise with a fixed-site;

- Have and maintain, adequately trained personnel needed to perform under this contract;
- Have and maintain two (2) service vehicles available for service at all times;
- Provide personnel who are courteous, neat in appearance and professional in demeanor at all times and all locations when services are being performed by them;
- Hold Jefferson County and/or their representatives harmless, by statement, implication or assumption, with respect to any accident, damages or loss of equipment and/or regarding injuries or death of any personnel of the Contractor;
- Adhere to OSHA regulations regarding potential exposure to blood and body fluids; and
- Maintain telephone service, manned and operated by the Contractor to answer calls twenty-four (24) hours a day, 365 days a year.

Personnel Requirements

Contractor shall appoint, employ, or act as, a full-time general manager, who will be responsible for the competent performance and fulfillment of Contractor's obligation under this contract. The person who has the primary responsibility for this performance must be available to the Jefferson County Justices of the Peace to render services twenty-four (24) hours a day, and during times of disaster and/or emergency. This name must appear as the primary contact person in the returned bid. Other personnel requirements are as follows:

At least two persons must participate in response calls by the Jefferson County Justice of the Peace with knowledge of Jefferson County's geographic layout. Each must be able to understand and communicate in written and spoken English. Drivers making transports for Jefferson County under this contract must be licensed Class C motor vehicle operators in the State of Texas and be covered under a policy of liability insurance as required by the State.

- All Contractor personnel are expected to conduct themselves in a professional manner whether with law enforcement or emergency personnel or the general public, regardless of where their activity is taking place.
- All Contractor personnel are expected to be neat and clean and to wear neat, clean, professional business attire, while on duty for Jefferson County.
- Personnel of the successful bidder may not speak for Jefferson County, nor may they offer opinions, or discuss observations with members of the deceased's family, the news media, or general public.
- All personnel are strictly prohibited from carrying any type of firearms or weapons, either on their person or in any of the transport vehicles.
- Personnel of the successful bidder shall, while on assignment for Jefferson County, act solely under the direction of the Jefferson County Justices of the Peace.
- No unauthorized passengers shall ride in vehicles on assignment for Jefferson County.

Vehicle Requirements

Contractor must have available at least two (2) vehicles, appropriately licensed, inspected, emissions tested (if applicable), cleaned, properly equipped, maintained and supplied at all times. Vehicle must be arranged internally to accommodate the transport of decedents. Vehicle shall be capable of securing stretchers to the body of the vehicle.

The use of any audible or visual emergency equipment on any vehicle, stationary or mobile, is prohibited. No types of advertising or other commercial identifications, either interior or exterior, may be affixed to the vehicle and no other types of advertising, such as pamphlets, business cards, letters, papers of any kind may be carried in or on the vehicle.

It may be necessary from time to time for items of evidence to be transported with the body. It is required that the items be handled so as not to contaminate them and that, once released to the Contractor by the Justice of the Peace, they be loaded as instructed by the Justice of the Peace.

After any body pick-up, successful bidder must proceed immediately to the directed destination, unless specifically authorized by a Jefferson County Justice of the Peace to make an additional pick-up.

Each vehicle must be supplied with the following County issued items in sufficient quantities to make multiple calls:

- At least two body bags, heavy weight, black, envelope opening type;
- At least two body bags, new, unused, light weight, white, envelope opening type;
- At least one box of disposable gloves;
- A minimum of two, clean, sheets, white, cloth;
- A minimum of two sets of disposable, protective clothing for attendants; and
- Morgue Doctor approved body identification tags, waterproof, showing decedent name (if available), race, sex, age, date, time, pickup address.

Jefferson County reserves the right to inspect the proposed vehicle and equipment to be used in any transport for Jefferson County. Determination for acceptance shall be based on their suitability for this application. The vehicle and equipment must be approved by the Center Director before bid will be awarded.

Jefferson County will expect to have control over the transport vehicle and its attendant from the time of notification of assignment until attendant and vehicle are released by the Justice of the Peace and/or Center Director.

Wastes generated by the contracting service will not be left at the death scene, but collected by the service and removed to an appropriate disposal site. Contractor may discuss disposal of some waste at the Center. Waste items must not be transported so as to be in contact with the corpse.

Records

This section concerns the types and kinds of records involved in this activity, including decedent records (body, property, medical, identification), logs (dispatch, transport, vehicle) and financial accounting. Any forms or reports required by the Center will be completed by the successful bidder's personnel as directed by the Center Director.

Decedent Records

Decedent records concern pertinent information about the deceased. Following is a description of the types and use of those items.

- Identification Tags, with specific, hand-printed data about the deceased, are signed by the Contractor's employee and are attached to the decedent's toe or index finger.

Transport Records

Transport Records must be kept by the Contractor and contain, at minimum, the information indicated below as well as any additional data which may be required by Federal, State or Local authorities.

- A Vehicle Service Log must be maintained with the following information:
 - Time notified (date and time service call was received);
 - Name of official authorizing pickup;
 - Destination;

- Names of driver and/or attendant;
 - Time of arrival at death scene;
 - Name of decedent;
 - Nature of death;
 - Medical legal case number assigned;
 - Time departed from death scene;
 - Time transport was made and completed to the Center;
 - Upon arrival, the Contractor will locate appropriate Justice of the Peace and/or law enforcement personnel to obtain signature.
 - Odometer reading from death scene to the Center.
- A Vehicle Dispatch Log must be maintained with the following information:
 - Log number;
 - Date and time call received from the Justice of the Peace;
 - Name of official authorizing pickup;
 - Death scene address;
 - Time vehicle is dispatched;
 - Time of arrival at death scene;
 - Time of departure from death scene
 - Time transport was made and completed to the Center;
 - Upon arrival, the Contractor will locate appropriate Justice of the Peace and/or law enforcement personnel to obtain signature.
 - Medical legal case number assigned.

Legible copies of both the Vehicle Service Log and Vehicle Dispatch Log, signed by appropriate personnel, shall be matched by the same time period covered in each log and submitted with the invoice each month. **The County will not pay from a monthly statement alone.**

In addition, copies of these logs shall be furnished to the Center representative no later than the fourth day of the month immediately following log activities.

Both the logs **must** show each and every call number and medical legal case number along with all the other requested information. Failure to supply all information requested will be cause to withhold and/or deduct payments for lack of verification of service.

Invoice

Morgue Transport billings shall be submitted for services to the Jefferson County Auditor's Office on a monthly basis.

It is important and necessary that invoices contain the following information:

- Medical legal case number;
- Name of Justice of the Peace ordering the call;
- Date of transport;
- Name of decedent;
- Location of death scene;
- Explanation if round trip took in excess of 60 minutes from time of dispatch; and
- Copies of signed Vehicle Service Logs and Vehicle Dispatch Logs.

Accounts

Contractor is expected to have and maintain all normal books of accounts and records normally associated with business operations. These records and accounts, along with all other items already mentioned, shall be available for examination, audit, review and copy, without limitation as to number of frequency, by the County Auditor's Office or the Center, for at least five (5) years following the last year of this agreement including each renewal year.

The audit, review, etc., of all Contractor's Records/Accounts extends to the records of affiliated companies, partners, individuals, etc., whose business transactions affect the financial status of the Contractor. In the event the County Auditor's Office or the Center needs reasonable embellishments to Contractor's records and/or accounts for the purpose of facilitating this agreement, the Contractor shall implement those embellishments within a thirty (30) day period or provide legitimate reasons as to why those changes may not be made. If the outcome cannot be mutually agreed to, the County may consider such options as may be necessary to obtain services elsewhere including termination of this agreement.

There should be justification for audits outside the routine or scheduled ones. Should any questions develop regarding abusive procedures or conflicts, an independent auditor shall assess the situation and forward the report or outcome to all parties involved. This cost will be incurred by the County.

Response Time

Contractor response time, from the moment of dispatch to arrival at the death scene, will be the **major** component, though not the only one, in determination, by the Justice of the Peace, of adequate performance by the Contractor. That will determine whether or not the agreement is kept or canceled or renewed for additional terms. It is, therefore, imperative that the Contractor be thoroughly cognizant of requirements surrounding response time and that response time is strictly adhered to as described in this specification.

Contractor must arrive at the designated location within sixty (60) minutes of the time the Justice of the Peace orders the service, via any relevant communication device, at any time, twenty-four (24) hours a day. Contractor shall dispatch a service vehicle immediately and said vehicle must be en route within fifteen (15) minutes of notification from the Justice of the Peace. Under regular traffic and weather conditions, it is expected that the Contractor will **arrive** at the death scene in forty-five (45) minutes or less, not to exceed sixty (60) minutes total from point to point.

It is the Contractor's responsibility to notify a Justice of the Peace, other medical personnel at a death scene, and/or the lead law enforcement officer upon arrival; the individual notified will record the Contractor's time of arrival. If a dispute develops regarding the calculation of the response time, time recorded by the aforementioned person(s) will be the determining factor.

Procedural Synopsis

For purposes of establishing both an outline and a guide for prospective service providers, the following process is to be used by the Contractor. It must be understood at the outset, that the County Commissioners' Court will recognize, i.e., pay for, **ONLY those services provided at the request of the Justice of the Peace**. If the Contractor answers a dispatch call from **any** law enforcement agency, emergency medical and/or hospital, the County will not accept charges for the transport, even if the body is ultimately delivered by the Contractor to the Center **unless so ordered by the Justice of the Peace**.

- The Justice of the Peace will contact the Contractor, by any appropriate means, to request service, and will note to whom the request was given, along with the date and time. If there are any special requirements, handling instructions and/or directions associated with the request, that information shall be supplied with the call. An estimated time of arrival at the death scene by the Contractor may be requested.

- The Contractor shall dispatch an appropriately fitted and manned vehicle to the address supplied along with any special instructions, as applicable.
- Upon arrival, the Contractor will locate appropriate Justice of the Peace and/or law enforcement personnel to obtain signature. Contractor may **not** enter on/into a death scene until clearance is received from the Justice of the Peace and/or law enforcement personnel.
- Contractor personnel must wear disposable gloves, and may also be required to wear protective outer garments.
- Extreme caution must be exercised by Contractor to avoid disturbing any evidence on the scene. At the scene, each body will be appropriately tagged with the following printed information: decedent name (if known), race, sex, age, address of pickup location, date and time picked up, and Contractor's signature. A medical legal case number will be assigned upon arrival at the Center.
- It is preferred that Contractor remains on site only as long as may be necessary to handle their business.
- Once a body, etc., has been tagged, documented and released, Contractor shall load the decedent and proceed to the Center unless legitimately advised to proceed to some other location.
- Any damage or injury to the body and/or evidence and/or the personal effects items, resulting from some aspect of the transportation process, must be reported to the Center as soon as possible.
- A Center representative shall approve, and be present for, undressing of the body and subsequent search for personal effects.

Multiple Transports

Rules surrounding the concept of multiple transports will be strictly followed. Contractor should assume that no more than one body may be transported in the same vehicle at the same time. This is intended to cover both the pickup of multiple bodies at a single location **or** the sequential pickup of single bodies from more than one location. In addition, Contractor may **not** transport any Justice of the Peace case within the same vehicle as a non-Justice of the Peace case at the same time.

If a Justice of the Peace is satisfied that extenuating circumstances require the transport of multiple bodies in a single vehicle on a single trip, they must specifically approve that action for the Contractor and the Contractor must note this approval, by name, in both the Transport and Vehicle Logs.

Payment

Contractor will be paid on a single rate/per body basis only, including the unlikely event of multiple corpse transport in a single trip. Based on the single rate, the following rules shall apply:

Contractor will be paid at the base rate for:

- **All transports from the Center;**
- **Any call where a transport trip is in process, but aborted by the Center.**

In times of Disaster and/or Emergency, the Contractor may be called upon to pick up decedent(s) from locations outside Jefferson County. Contractor shall not apply any special fees or charges for pickups from other locations during times of Disaster and/or Emergency.

In times of Disaster and/or Emergency only, the Contractor shall be reimbursed for mileage to and from location of decedent pickup. Mileage reimbursement rate will be based on current IRS mileage rates. Current mileage rates may be obtained from the IRS website: <http://www.irs.gov/>

Penalty

A penalty will be assessed by the Justice of the Peace for any transport determined to be beyond the accepted response time of sixty (60) minutes with no re-notification of delay to the Justice of the Peace with an estimated time of arrival. The application of the penalty shall result in deduction of the base rate cost.

Transport Charge

The County will allow for transport service to stay on site, under order of the Justice of the Peace, for one and a half (1½) hours. If the transport service is required by the Justice of the Peace to stay at the scene for longer than one and a half (1½) hours, transport charges will be pro rated.

Questionnaire

1. What is the name and street address of your business?

2. If transportation of decedents is not your primary business, what is your primary business?

3. How long has your business been in the business of transporting decedents?

4. What is the total number of employees in your business?

5. What is the total number of service vehicles that your business has for the purpose of transporting decedents?

6. Do any of these service vehicles have business or commercial markings of any kind?

7. Identify types of vehicles used to support this service, i.e., van, suburban, ambulance, SUV, etc. If more than one type, identify how many of each.

8. Are any backup vehicles available if needed? If so, how many, from whom, and where?

9. How many driver/attendant teams are in the regular employ of your company?

10. Are there any backup personnel available if needed?

11. Name the full-time general manager who will be responsible for maintenance of the Contractor's performance, and phone numbers where this person may be reached 24 hours a day.

12. Does the Contractor understand that every person in the organization is subject to research to determine possible existence of driving/criminal records or past operations/ management history regarding licenses, permits, certifications, etc.?

Bidder Shall Return Completed Questionnaire with Offer.

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
_____ City State Zip	_____ Phone Fax
_____ 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: Term Contract for Morgue Transport Service 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. 13-024/JW, Term Contract for Morgue Transport Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

IFB 13-024/JW
 Term Contract for Morgue Transport Service for Jefferson County

Bid Form

	Rate Per Trip to Transport Decedents
Initial Contract Year (2013-2014)	\$
Renewal Year 1 (2014-2015)	\$
Renewal Year 2 (2015-2016)	\$
Renewal Year 3 (2016-2017)	\$
Renewal Year 4 (2017-2018)	\$

Name and address of support firms: _____

Name of primary contact person: _____

	Yes	No
Certificate of insurance attached?		
Questionnaire attached?		

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: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

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

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

Bidder Shall Return Completed Form with Offer.

<p>CONFLICT OF INTEREST QUESTIONNAIRE</p>	<p>FORM CIQ Page 2</p>
<p>For vendor or other person doing business with local government entity</p>	
<p>5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?</p> <p style="padding-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?</p> <p style="padding-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="padding-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each affiliation or business relationship:</p> 	
<p>6. Describe any other affiliation or business relationship that might cause a conflict of interest.</p> 	
<p>7.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; border-top: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 45%; border-top: 1px solid black; margin-bottom: 5px;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 45%; text-align: center;">Signature of person doing business with the governmental entity</div> <div style="width: 45%; text-align: center;">Date</div> </div>	

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

 Printed Name of Authorized Representative

 Signature

 Title

 Date

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

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

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

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who

(name)

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

"I, _____ am a duly authorized officer of/agent

(name)

for _____ and have been duly authorized to execute the

(name of firm)

foregoing on behalf of the said _____.

(name of firm)

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

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____

(print name)

Signature: _____

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

this the _____ day of _____, 2013.

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, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

**LEGAL NOTICE
Advertisement for Invitation for Bids
October 7, 2013**

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 13-025/KJS Ford Park Arena House Public Address System for Jefferson County. **Specifications for this project may be obtained from the website, www.co.jefferson.tx.us or by calling 409-835-8593.**

Bids are to be addressed to the Purchasing Agent with the bid number and bid name marked on the outside of the envelope. Bidders shall forward an **original and two (2) copies** of their bid to the address shown below. 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.

There will be a pre-bid meeting on Thursday October 17, 2013, at 9:00am, at the Ford Park Arena, 5115 IH10 South, Beaumont, Texas 77705.

BID NAME:	Ford Park Arena House Public Address System for Jefferson County
BID NO:	IFB 13-025/KJS
DUE DATE/TIME:	11:00 AM, June 29, 2009
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 Karen J. Smith, MBA, Assistant Purchasing Agent at 409-835-8593 or ksmith@co.jefferson.tx.us.

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 in black ink, positioned over a circular official stamp.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise – October 9th & 16th, 2013
Port Arthur News – October 9, 2013

ATTACHMENT A

IFB 13-020/JW

Term Contract for Indigent Burial Plots for Jefferson County Final Bid Tabulation

		Claybar Haven of Rest Cemetery US Hwy 90 West at Green Ponds Rd 1155 North 11th Beaumont, TX 77702 409-892-3456 phone 409-892-6477 fax warrenc@claybardifference.com Attention: Warren Claybar	Gennis Group, Inc. Memory Gardens Cemetery P. O. Box 70 Port Neches, TX 77651 409-727-2227 phone Attention: Shane Reedy	Magnolia Cemetery 2291 Pine Street P.O. Box 1734 Beaumont, TX 77704 409-832-5741 phone 409-832-7903 fax Attention: Jimmy Sparks
Item	Description	Unit Price	Unit Price	Unit Price
1	Burial Plot (Initial Purchase of 50 Plots)	\$295.00	Bidder did not include unit price	\$800.00
2	Opening and Closing of Plot to include Tent and Chairs	\$525.00	Bidder did not include unit price	\$425.00
3	Grave Liner	\$354.00	Bidder did not include unit price	\$253.00
4	Marker for Grave	\$120.00	Bidder did not include unit price	\$80.00
Totals		\$1,294.00	\$1,975.00	\$1,558.00

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:

Claybar Haven of Rest Cemetery

For clarification of this offer, contact:

Company Name

US Hwy 90 West at Greens Pond Rd.
1155 North 11th

Warren Claybar

Address

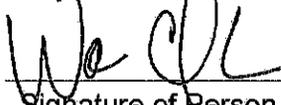
Name

Beaumont, Texas 77702

(409) 892-3456 (409) 892-6477

City State Zip

Phone Fax



warrenc@claybardifference.com

Signature of Person Authorized to Sign

E-mail

Warren Claybar

Printed Name

President

Title

BIDDER MUST RETURN THIS PAGE WITH OFFER

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Indigent Burial Plots for Jefferson County for a period of five (5) years beginning on date as specified on signed contract.

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. 13-020/JW. 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 Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

BIDDER MUST RETURN THIS PAGE WITH OFFER

THE STATE OF TEXAS)
COUNTY OF JEFFERSON) CONCESSION AGREEMENT

This Concession Agreement, made and entered into this 7th day of October, 2013, by and between Jefferson County, a political subdivision of the State of Texas (hereinafter referred to as "County") and Avis Budget Car Rental, LLC authorized to do business in the State of Texas (hereinafter called "Concessionaire"). For the sake of other provisions contained herein, contract year shall refer to each twelve (12) month period beginning on DBO (or a subsequent anniversary date).

WITNESSETH

WHEREAS, County is the owner of the Jack Brooks Regional Airport, (hereinafter called "Airport") and, WHEREAS, Concessionaire is one of the four successful bidders,

NOW, THEREFORE, the parties for and in consideration of their mutual promises and covenants agrees as follows:

**ARTICLE I
TERM**

The contract commences October 7, 2013 and terminates October 6th, 2018, sixty (60) months after the commencement ~~date~~.

**ARTICLE II
CONCESSION RIGHTS GRANTED**

County grants to Concessionaire the right to operate the concession at the Airport as shown in Exhibits "A" and "B". This concession shall be one of four similar concessions.

Concessionaire shall not use, operate or permit to be installed coin operated vending machines of any type or for any purpose within the concession areas. This concession is for an automobile rental business.

Concessionaire in its efforts to comply with the requirements applicable to its customers under the Payment Card Industry Data Security Standard, shall under no circumstances be required to use any network other than its own private network, to ensure that its customers' credit card information is not compromised.

**ARTICLE III
PREMISES**

Concessionaire is authorized to occupy for the term of this contract and for the operation of the concession, the following areas:

(a) Counter and Administrative Area: One of four (4) Counter and administrative areas, consisting of approximately 192 square feet each, as shown on Exhibit B.

(b) Parking Areas: Concessionaire shall have the right to the exclusive use of the parking area for 36 spaces each as designated on Exhibit A.

**ARTICLE IV
EXCLUSIVE CONCESSIONS**

Concessionaire shall use the areas for purposes of providing rental car service or taking reservations for such services at other locations where automobile rental services are furnished by Concessionaire. Incident thereto, Concessionaire shall be entitled to sell personal accident insurance.

**ARTICLE V
FEES, CHARGES AND RENTAL**

As a consideration for County granting the concession right hereinabove set forth, Concessionaire shall pay to the County, on a monthly basis for each contract year, a Minimum Annual Guarantee (MAG), as specified in the bid for the operation of the concession under this agreement.

(a) A charge for approximately 192 square feet of counter and administrative space, at the rate of \$24.00 per square foot per annum and charge of \$275.00 per month for the parking space shown on Exhibits A & B. If a designated overflow parking lot is requested, contact the Airport Director to negotiate scope, terms, and consideration.

(b) Rentals are payable on or before the 20th day following the end of each calendar month, throughout the term of this agreement.

(c)

Minimum Annual Guarantee	Year 1	\$69,000.00
	Year 2	\$73,000.00
	Year 3	\$75,000.00
	Year 4	\$78,000.00
	Year 5	\$80,000.00
Total for All (5) Five Years		\$375,000.00

**ARTICLE VI
ENTRY BY CONCESSIONAIRE**

Concessionaire shall keep his area in good repair and operating condition at its sole cost and expense. Title to all furniture, furnishings, removable fixtures and supplies shall at all times, during the term of this agreement, remain in Concessionaire. Upon the expiration or termination of this agreement, Concessionaire shall remove from the concession area removable property belonging to the Concessionaire within 10 days. Concessionaire shall repair all damage done to the concession area resulting from the removal of such property.

**ARTICLE VII
SERVICE STANDARDS**

Concessionaire agrees:

(a) To furnish good, prompt, and efficient service, adequate to meet all reasonable demands for automobile rental services at the airport on a fair and reasonable basis.

(b) Personnel performing services hereunder shall be uniformed, neat and courteous; and Concessionaire shall require its agents, servants or employees to conduct business in a business-like manner and shall not solicit business outside the space assigned except through the use of signs constructed and maintained in accordance with this agreement. Signs must be approved by Airport Director. Personnel shall park personal vehicles in the Employee Lot or the Concessionaires Lot only.

(c) Concessionaire shall keep or cause to be kept true, accurate and complete records of business conduct hereunder. Concessionaire agrees that the County shall have the right through its duly appointed auditor to examine such records upon prior written notice of not less than thirty (30) business days for determining the accuracy of such reports. Concessionaire shall keep duplicate invoices of all transactions.

(d) Concessionaire shall pay when due all expenses in connection with the use of the premises hereunder, including without limitation, taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises for improvements at any time.

(e) Concessionaire shall keep the premises and all furniture, fixtures, and equipment installed thereon in good order, condition, and repair, reasonable wear and tear and damage by fire and other casualty expected.

(f) Concessionaire shall clearly identify assigned parking spaces as designated and must get written approval from Airport prior to any modifications or alterations at Airport.

ARTICLE VIII PROHIBITED ACTS

Concessionaire shall not:

- (a) Alter, install, or change exclusive premises, in any way, without written approval from Airport Director prior to such changes;
- (b) commit or allow nuisance in its area or at the airport;
- (c) cause or permit to be caused any unusual, noxious, or objectionable smokes, gases, vapors, fumes or odors;
- (d) use the concession area or any part thereof for sleeping purposes;
- (e) interfere with the effectiveness or accessibility of utility heating, ventilating or air-conditioning systems, or interfere with the access and passage to the concession areas where the public area is adjacent thereto;
- (f) and allow vehicles to be parked in unauthorized areas.

ARTICLE IX NON-LIABILITY OF COUNTY

The County shall not be liable for any acts or omissions of Concessionaire or an independent contractor. Nor shall the County be liable for any loss of or damage to any personal property, fixtures, or equipment of Concessionaire installed or stored at the airport.

Concessionaire covenants and agrees to hold County free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of the Lessee, his agents, servant, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

ARTICLE X UNAUTHORIZED SOLICITATION

County hereby agrees that it shall protect the rights granted to Concessionaire under this agreement and shall take whatever steps are lawfully allowed to prevent the solicitation or transaction of automobile rental business at the airport by any person or organization other than Concessionaire or other automobile rental concessionaire who have entered into similar agreements with this County.

County will not allow a non-concessionaire to install a direct telephone line in competition with Concessionaire.

ARTICLE XI FAVORABLE CONDITIONS

In the event that any contract granted by the County to any other automobile rental operator shall contain any terms and conditions more favorable to such operator than the terms and conditions herein described (other than the number and location of allocated parking spaces and the location of the concession area, etc.), then, at the option of the Concessionaire, this agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other Concessionaire. The intent of this provision is to ensure that Concessionaire will be able to compete on terms as equal as possible with all other automobile rental operators and to ensure that no other Concessionaire shall enjoy any rights or privileges more favorable to such Concessionaire than those enjoyed by the Concessionaire herein.

ARTICLE XII INSURANCE

Concessionaire shall obtain Commercial General Liability insurance, combined single limit, including but not limited to commercial broad form, premises-operations, products / completed operations hazard, contractual liability, broad form property damage, personal injury, and advertising injury growing out of any one accident or other cause in the minimum sum of One Million and No/100 Dollars (\$1,000,000); fire legal liability in the minimum sum of One Hundred Thousand and No/100 Dollars (\$100,000), and Medical Payments in the minimum sum of Five Thousand and No/100 Dollars (\$5,000); Hired and Non-Owned Auto Liability in the minimum sum of Five Hundred Thousand and No/100 Dollars (\$500,000); Workers compensation insurance which complies with the Texas Worker's Compensation Act; Employers Liability Insurance in the minimum sum of Five Hundred Thousand and No/100 Dollars (\$500,000); and adequate Property insurance for insuring their own property and all interest in that property.

Concessionaire shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas satisfactory to the County. All policies shall name County, its officer, servant, agents, and employees as additional insured. Concessionaire shall furnish County with a certificate from the insurance carrier showing such insurance to be in full force and effect or shall deposit with County copies of said policies. Each policy or certificate shall contain a provision that written notice of cancellation or any other material change in the policy by the insured shall be delivered to County, thirty (30) days in advance of the effective date thereof.

Jefferson County shall be provided a Waiver of Subrogation on workers' compensation policy.

ARTICLE XIII TERMINATION BY COUNTY

County shall have the right upon ten (10) days prior written notice to Concessionaire to cancel this agreement in its entirety, upon or after the happening of one or more of the following events, if said event shall then be continuing.

(a) Concessionaire shall voluntarily abandon and discontinue its automobile rental service at the airport for a period of thirty (30) consecutive days.

(b) ~~Concessionaire shall fail to pay the fees or other money payments required by instrument and such failure shall not be remedied within thirty (30) days following receipt by Concessionaire of written demand from County to do so.~~

(c) Concessionaire shall default in fulfilling any of the terms, covenants or conditions to be fulfilled by it hereunder and shall fail to commence with due diligence the remedying of said default within thirty (30) days following receipt by Concessionaire of written demand from County to do so.

In the event of any such cancellation or termination of this agreement by County for any reason specified above, Concessionaire shall have ten (10) days within which to remove all trade fixtures and personal property installed in or upon the demised premises by Concessionaire.

ARTICLE XIV TERMINATION BY CONCESSIONAIRE

Concessionaire shall have the right, upon written notice to County, to terminate or suspend this agreement upon the occurrence of one or more of the following events, if said event or events shall then be continuing:

- a) The issuance by any court of competent jurisdiction of a permanent injunction, order, or decree preventing or restraining the use by Concessionaire of all or part thereof which may be used by Concessionaire and which is necessary for Concessionaire's operation on the airport.
- b) County shall default in fulfilling of the terms, covenants or conditions to be fulfilled by it under this agreement and shall fail to cure said default within thirty (30) days following receipt of written demand from Concessionaire to do so.
- c) All or a material part of the airport or airport facilities shall be destroyed by fire, explosion, earthquake, or casualty, or acts of God or the public enemy.
- d) The United States Government or any of its agencies shall occupy the airport or any substantial part thereof to such an extent as to interfere materially with Concessionaire's operations for a period of thirty (30) consecutive days or more.
- e) Should Commercial Air Service (not to include bus service) be discontinued or suspended for a period of thirty (30) consecutive days or more, the Concessionaire will not be liable for MAG payments, but will pay a flat fee for booth rental space.

Upon written notice to County of termination of this agreement, Concessionaire shall have ten (10) days within which to remove all trade fixtures and personal property installed in or upon the demised premises by Concessionaire.

ARTICLE XV VIEW OF CONCESSION

County will not obstruct the view of the public to Concessionaire's counter area.

ARTICLE XVI ASSIGNMENT AND SUBLETTING

It is expressly agreed and understood that no assignments or subletting of duties or rights under this agreement may be accomplished without prior written consent and approval of the County. Assignment of duties or rights without written approval and County consent will only be allowed if such assignment is to an affiliate of Concessionaire's Parent Company (operating as an affiliate at the time of this agreement).

ARTICLE XVII APPROVAL

Concessionaire has examined and approved the facilities Concessionaire will occupy.

**ARTICLE XVIII
LAWS OF TEXAS APPLY**

Concession agreement and every question arising hereunder shall be constructed and determined according to the laws of Texas.

**ARTICLE XIX
REMEDIES**

Remedies are non-exclusive. All remedies provided in this agreement shall be deemed cumulative and additional and not in lieu of or exclusive to each other or of any other remedy available to the parties at law or in equity.

**ARTICLE XX
NOTICES**

Notices under this agreement shall be delivered to the Jack Brooks Regional Airport Manager at 4875 Parker Drive, Beaumont, Texas 77705 and the Concessionaire at

Robert Bouta
Senior Vice President
Avis Budget Group, Inc,
6 Sylvan Way
Parsippany, New Jersey 07054

With Copy to: Bridget Biagas
Director of Properties
Avis Budget Group, Inc.
P.O. Box 612707
DFW Airport, Texas 75261

**ARTICLE XXI
FORCE MAJEURE**

In computing the time within which either party is obligated to cure any default as required by this agreement, there shall be excluded all delays due to strikes, lockouts, acts of God, massive civil disobedience, the public enemy or by order of direction or other interference by any municipal, state, federal or other governmental department, board or commission having jurisdiction, or other causes beyond Concessionaire's control.

**ARTICLE XXII
WAIVER**

Any waiver of any breach of covenants herein contained to be kept and performed by Concessionaire or County shall not be deemed or considered as a continuing waiver and shall not be operated to bar or prevent Concessionaire or County from declaring a forfeiture for any succeeding breach either of the same, or a different condition or covenant.

**ARTICLE XXIII
NON-DISCRIMINATION**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**ARTICLE XXIV
AFFIRMATIVE ACTION PROGRAM**

The Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E. The Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Concessionaire assures that it will require that its covered sub-organizations provide assurance to the County that they similarly will undertake affirmative action programs and that they will require assurance from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers the day and year first above written.

JEFFERSON COUNTY, TEXAS LESSOR

ATTEST:

By: _____
Jeff Branick, County Judge

By: _____
Carolyn Guidry, County Clerk

LESSEE

Avis Budget Car Rental, LLC

By: Robert Bouta
Robert Bouta, Senior Vice President

THE STATE OF TEXAS

)(

ATTACHMENT A

COUNTY OF JEFFERSON

)(

CONCESSION AGREEMENT

This Concession Agreement, made and entered into this 7th day of October, 2013, by and between Jefferson County, a political subdivision of the State of Texas (hereinafter referred to as "County") and The Hertz Corporation, a Delaware corporation authorized to do business in the State of Texas (hereinafter called "Concessionaire"). For the sake of other provisions contained herein, contract year shall refer to each twelve (12) month period beginning on DBO (or a subsequent anniversary date).

WITNESSETH

WHEREAS, County is the owner of the Jack Brooks Regional Airport, (hereinafter called "Airport") and, WHEREAS, Concessionaire is one of the four successful bidders,

NOW, THEREFORE, the parties for and in consideration of their mutual promises and covenants agrees as follows:

ARTICLE I TERM

The contract commences October 7, 2013 and terminates October 6, 2018, sixty (60) months after the commencement date.

ARTICLE II CONCESSION RIGHTS GRANTED

County grants to Concessionaire the right to operate the concession at the Airport as shown in Exhibits "A" and "B". This concession shall be one of four similar concessions.

Concessionaire shall not use, operate or permit to be installed coin operated vending machines of any type or for any purpose within the concession areas. This concession is for an automobile rental business.

Concessionaire in its efforts to comply with the requirements applicable to its customers under the Payment Card Industry Data Security Standard, shall under no circumstances be required to use any network other than its own private network, to ensure that its customers' credit card information is not compromised.

ARTICLE III PREMISES

Concessionaire is authorized to occupy for the term of this contract and for the operation of the concession, the following areas:

(a) Counter and Administrative Area: One of four (4) Counter and administrative areas, consisting of approximately 192 square feet each, as shown on Exhibit B.

(b) Parking Areas: Concessionaire shall have the right to the exclusive use of the parking area for 36 spaces each as designated on Exhibit A.

**ARTICLE IV
EXCLUSIVE CONCESSIONS**

Concessionaire shall use the areas for purposes of providing rental car service or taking reservations for such services at other locations where automobile rental services are furnished by Concessionaire. Incident thereto, Concessionaire shall be entitled to sell personal accident insurance.

**ARTICLE V
FEES, CHARGES AND RENTAL**

As a consideration for County granting the concession right hereinabove set forth, Concessionaire shall pay to the County, on a monthly basis for each contract year, a Minimum Annual Guarantee (MAG), as specified in the bid for the operation of the concession under this agreement.

(a) A charge for approximately 192 square feet of counter and administrative space, at the rate of \$24.00 per square foot per annum and charge of \$275.00 per month for the parking space shown on Exhibits A & B. If a designated overflow parking lot is requested, contact the Airport Director to negotiate scope, terms, and consideration.

(b) Rentals are payable on or before the 20th day following the end of each calendar month, throughout the term of this agreement.

(c)

Minimum Annual Guarantee	Year 1	\$31,000.00
	Year 2	\$32,000.00
	Year 3	\$33,000.00
	Year 4	\$34,000.00
	Year 5	\$36,000.00
Total for All (5) Five Years		\$166,000.00

**ARTICLE VI
ENTRY BY CONCESSIONAIRE**

Concessionaire shall keep his area in good repair and operating condition at its sole cost and expense. Title to all furniture, furnishings, removable fixtures and supplies shall at all times, during the term of this agreement, remain in Concessionaire. Upon the expiration or termination of this agreement, Concessionaire shall remove from the concession area removable property belonging to the Concessionaire within 10 days. Concessionaire shall repair all damage done to the concession area resulting from the removal of such property.

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Concessionaire agrees:

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(b) Personnel performing services hereunder shall be uniformed, neat and courteous; and Concessionaire shall require its agents, servants or employees to conduct business in a business-like manner and shall not solicit business outside the space assigned except through the use of signs constructed and maintained in accordance with this agreement. Signs must be approved by Airport Director. Personnel shall park personal vehicles in the Employee Lot or the Concessionaires Lot only.

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Concessionaire shall not:

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- (b) commit or allow nuisance in its area or at the airport;
- (c) cause or permit to be caused any unusual, noxious, or objectionable smokes, gases, vapors, fumes or odors;
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Concessionaire covenants and agrees to hold County free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of the Lessee, his agents, servant, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

ARTICLE X UNAUTHORIZED SOLICITATION

County hereby agrees that it shall protect the rights granted to Concessionaire under this agreement and shall take whatever steps are lawfully allowed to prevent the solicitation or transaction of automobile rental business at the airport by any person or organization other than Concessionaire or other automobile rental concessionaire who have entered into similar agreements with this County.

County will not allow a non-concessionaire to install a direct telephone line in competition with Concessionaire.

ARTICLE XI FAVORABLE CONDITIONS

In the event that any contract granted by the County to any other automobile rental operator shall contain any terms and conditions more favorable to such operator than the terms and conditions herein described (other than the number and location of allocated parking spaces and the location of the concession area, etc.), then, at the option of the Concessionaire, this agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other Concessionaire. The intent of this provision is to ensure that Concessionaire will be able to compete on terms as equal as possible with all other automobile rental operators and to ensure that no other Concessionaire shall enjoy any rights or privileges more favorable to such Concessionaire than those enjoyed by the Concessionaire herein.

ARTICLE XII INSURANCE

Concessionaire shall obtain Commercial General Liability insurance, combined single limit, including but not limited to commercial broad form, premises-operations, products / completed operations hazard, contractual liability, broad form property damage, personal injury, and advertising injury growing out of any one accident or other cause in the minimum sum of One Million and No/100 Dollars (\$1,000,000); fire legal liability in the minimum sum of One Hundred Thousand and No/100 Dollars (\$100,000), and Medical Payments in the minimum sum of Five Thousand and No/100 Dollars (\$5,000); Hired and Non-Owned Auto Liability in the minimum sum of Five Hundred Thousand and No/100 Dollars (\$500,000); Workers compensation insurance which complies with the Texas Worker's Compensation Act; Employers Liability Insurance in the minimum sum of Five Hundred Thousand and No/100 Dollars (\$500,000); and adequate Property insurance for insuring their own property and all interest in that property.

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Jefferson County shall be provided a Waiver of Subrogation on workers' compensation policy.

ARTICLE XIII TERMINATION BY COUNTY

County shall have the right upon ten (10) days prior written notice to Concessionaire to cancel this agreement in its entirety, upon or after the happening of one or more of the following events, if said event shall then be continuing.

(a) Concessionaire shall voluntarily abandon and discontinue its automobile rental service at the airport for a period of thirty (30) consecutive days.

(b) Concessionaire shall fail to pay the fees or other money payments required by instrument and such failure shall not be remedied within thirty (30) days following receipt by Concessionaire of written demand from County to do so.

(c) Concessionaire shall default in fulfilling any of the terms, covenants or conditions to be fulfilled by it hereunder and shall fail to commence with due diligence the remedying of said default within thirty (30) days following receipt by Concessionaire of written demand from County to do so.

In the event of any such cancellation or termination of this agreement by County for any reason specified above, Concessionaire shall have ten (10) days within which to remove all trade fixtures and personal property installed in or upon the demised premises by Concessionaire.

ARTICLE XIV TERMINATION BY CONCESSIONAIRE

Concessionaire shall have the right, upon written notice to County, to terminate or suspend this agreement upon the occurrence of one or more of the following events, if said event or events shall then be continuing:

- a) The issuance by any court of competent jurisdiction of a permanent injunction, order, or decree preventing or restraining the use by Concessionaire of all or part thereof which may be used by Concessionaire and which is necessary for Concessionaire's operation on the airport.
- b) County shall default in fulfilling of the terms, covenants or conditions to be fulfilled by it under this agreement and shall fail to cure said default within thirty (30) days following receipt of written demand from Concessionaire to do so.
- c) All or a material part of the airport or airport facilities shall be destroyed by fire, explosion, earthquake, or casualty, or acts of God or the public enemy.
- d) The United States Government or any of its agencies shall occupy the airport or any substantial part thereof to such an extent as to interfere materially with Concessionaire's operations for a period of thirty (30) consecutive days or more.
- e) Should Commercial Air Service (not to include bus service) be discontinued or suspended for a period of thirty (30) consecutive days or more, the Concessionaire will not be liable for MAG payments, but will pay a flat fee for booth rental space.

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ARTICLE XVII APPROVAL

Concessionaire has examined and approved the facilities Concessionaire will occupy.

**ARTICLE XVIII
LAWS OF TEXAS APPLY**

Concession agreement and every question arising hereunder shall be constructed and determined according to the laws of Texas.

**ARTICLE XIX
REMEDIES**

Remedies are non-exclusive. All remedies provided in this agreement shall be deemed cumulative and additional and not in lieu of or exclusive to each other or of any other remedy available to the parties at law or in equity.

**ARTICLE XX
NOTICES**

Notices under this agreement shall be delivered to the Jack Brooks Regional Airport Manager at 4875 Parker Drive, Beaumont, Texas 77705 and the Concessionaire at The Hertz Corporation, Attention: Vice President, Real Estate and Concessions, 225 Brae Boulevard, Park Ridge, New Jersey 07656.

**ARTICLE XXI
FORCE MAJEURE**

In computing the time within which either party is obligated to cure any default as required by this agreement, there shall be excluded all delays due to strikes, lockouts, acts of God, massive civil disobedience, the public enemy or by order of direction or other interference by any municipal, state, federal or other governmental department, board or commission having jurisdiction, or other causes beyond Concessionaire's control.

**ARTICLE XXII
WAIVER**

Any waiver of any breach of covenants herein contained to be kept and performed by Concessionaire or County shall not be deemed or considered as a continuing waiver and shall not be operated to bar or prevent Concessionaire or County from declaring a forfeiture for any succeeding breach either of the same, or a different condition or covenant.

**ARTICLE XXIII
NON-DISCRIMINATION**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**ARTICLE XXIV
AFFIRMATIVE ACTION PROGRAM**

The Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E. The Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Concessionaire assures that it will require that its covered sub-organizations provide

assurance to the County that they similarly will undertake affirmative action programs and that they will require assurance from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers the day and year first above written.

JEFFERSON COUNTY, TEXAS LESSOR

ATTEST:

By: _____
Jeff Branick, County Judge

By: _____
Carolyn Guldry, County Clerk

LESSEE: The Hertz Corporation

By: _____
Simon Ellis
Staff Vice President,
Real Estate and Concessions

ATTEST:

By: _____
Michael Martirano
Assistant Secretary

Exhibit A Rental Car Parking Lot

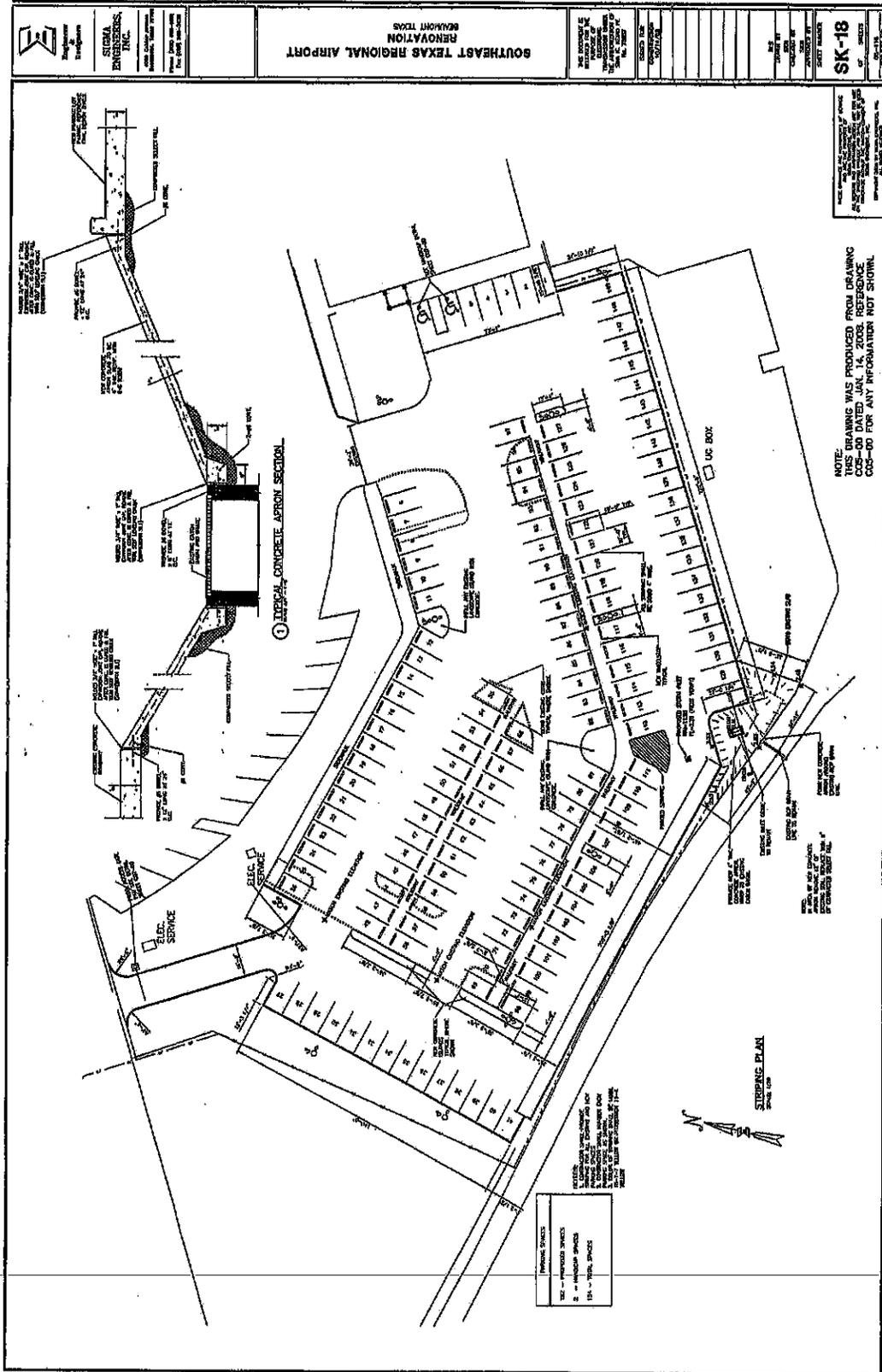
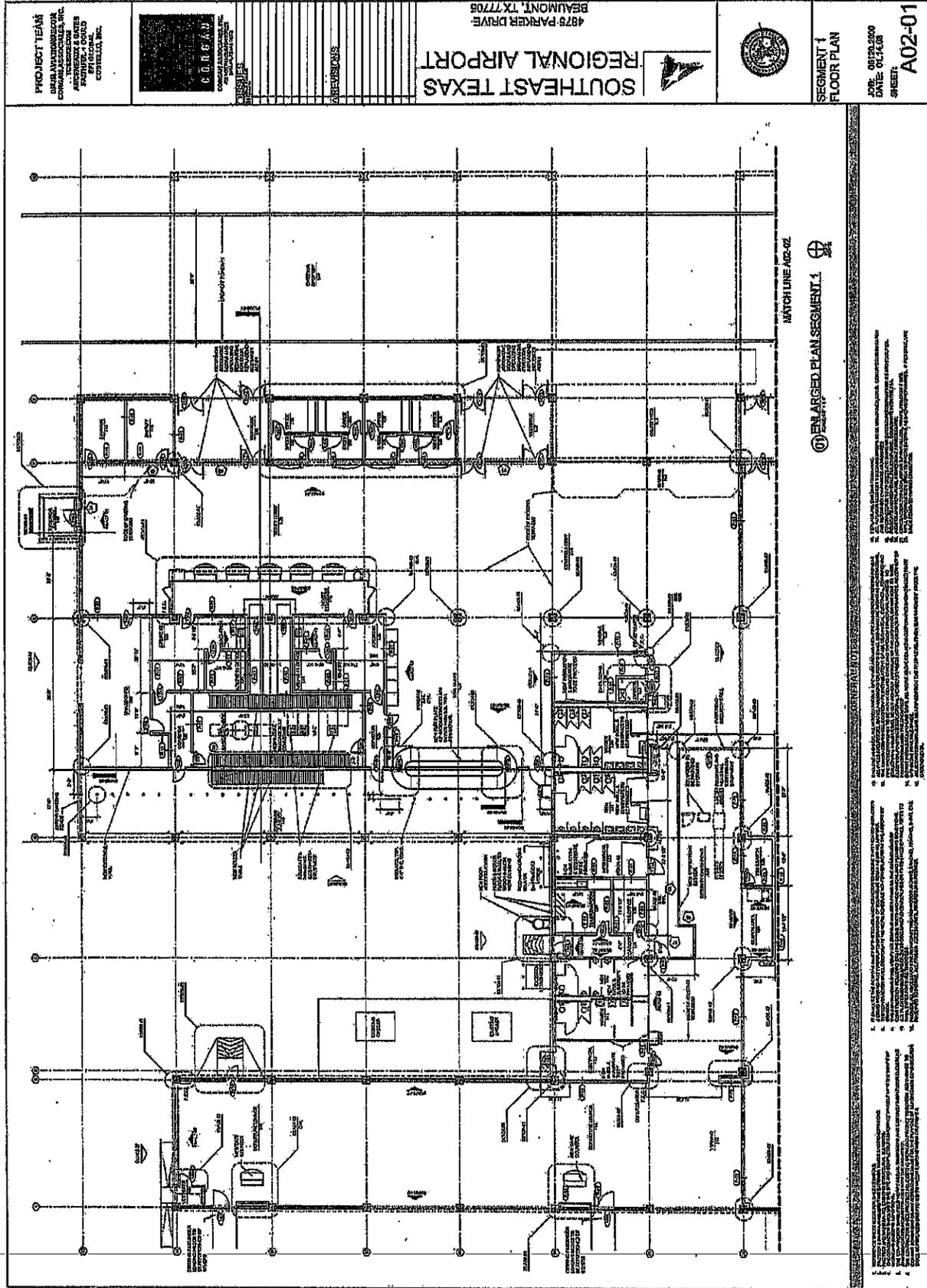


Exhibit B Terminal Floor Plan





Contractor's Change Proposal

Project: Sabine Pass RMSC Proposal Number: 13
 Architect: LaBiche Arch. Group/LJA Eng. Proposal Date: September 26, 2013
 Owner: Jefferson Co. Contract Date: June 22, 2010

The following is a detailed cost breakdown, including both materials and labor, for all additions to and / or deductions from the contract sum and contract time if the change described below is acceptable.

INCLUDES WORK DEFINED AS:

Provide additional amount of blown-in R19-value fiberglass insulation in attic applied between ceiling joists per engineer's memo in response to city inspector comment on temporary certificate of occupancy.

ADD \$1,389

TOTAL ADDITION TO THE CONTRACT IF ACCEPTED:

\$1,388.75

Request is made for an **additional 0 calendar days** to be added to the contract period as a result of this change. Acceptance must be made in writing within 10 days or this time extension will need to be reviewed for accuracy.

The above proposal is submitted for your consideration. The undersigned contractor and the owner agrees and understands that the proposal is binding when accepted and it will be incorporated into a future Change Order or AEA.

Submitted By: Nathan Rivers

Allco
Name of Contracting Firm

Accepted By: _____

Date

cc: Allco File

RECOMMENDED FOR ACCEPTANCE

BY: 
HEATH REYNOLDS, P.E.

AGT & L INC.
ABSOLUTE INSULATION
Insulation, Gutters, Vinyl Siding, Fireplaces, Fencing & Roofing
2920 N. Twin City Hwy.
Nederland, TX 77627
(409) 724-0300 or (409) 866-7500
(409) 724-2320 fax

September 6, 2013

Allco

tstinson@allco.com

Attention: Todd Stinson

RE: Port Authority Building, Sabine Pass

We submit the following estimate for insulation on the above referenced project:

R-19 Blown Fiberglass Attic

Note: Fiberglass will be used to get under decking that is present in attic.

Price: \$1,250.00*

***We will need a tax exempt certificate.**

Terms: Payment Due Upon Completion

If we can be of further assistance to you, please contact our office at 409-724-0300.

Thank you,

Gary M. Boudoin
President

SPS VAR Product Agreement



Order Description

SPS VAR

manufacturer's software services subscriptions (Subscriptions) to you under the terms of this Agreement and upon receipt of a \$



Additional Terms

This is a custom order. If you cancel an order for Products within 10 business days prior to their shipment date, then you agree to pay any costs we incur for such cancellation, including cancellation charges we are assessed by our suppliers. However, you may not cancel an order after the Products have

been shipped, and you may not cancel an order for Subscriptions after they have begun.

We bear the risk of loss for each Product until it is delivered to you. Thereafter, you assume the risk of loss. You must install all Programs and you must

GUARDIAN FORCE SECURITY SERVICES CORPORATION

Alarm Services Agreement

Customer No. _____

This Agreement made as of this 7th day of October, 2013, by and between Guardian Force Security Services Corporation (Herein "GFSSC") and Ben J Progers Regional Visitors (herein "Subscriber").

1. Subscriber agrees to purchase and GFSSC agrees to provide monitoring, repair, inspection and/or radio backup, and/or to sell, install or to cause to be installed the security system (hereinafter sometimes referred to as the "System") described in the Recurring Services to be Provided and/or Schedule of Equipment Sections set forth below (or in a separately attached Schedule of Equipment) at the premises of Subscriber located at: 5055 FH-10 South, Beaumont, TX 77705 (herein the "Premises").

TYPE OF TRANSACTION

DIRECT SALE RECURRING SERVICE (Including central station monitoring, repair, inspection, etc.)

TYPE OF SYSTEM

(Check Boxes That Apply)

GFSSC OWNED SUBSCRIBER OWNED BURGLAR ALARM FIRE ALARM OTHER Fire Ext.

RECURRING SERVICES TO BE PROVIDED

CENTRAL STATION MONITORING DIRECT CONNECT TO: _____
 OPENINGS/CLOSINGS INSPECTION
 REPAIR (during normal business hours) RADIO BACKUP LOCAL SYSTEM

SCHEDULE OF EQUIPMENT

Monitor Burglar System
 Monitor Fire Alarm
 Annual Fire Alarm Inspection
 Annual Fire Extinguisher Inspection
 Repair Fire Alarm System
 Repair Burg Alarm System

2. It is understood and agreed by and between the parties hereto that GFSSC is not an insurer, nor is this Agreement intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be obtained by the Subscriber. Charges are based solely upon the value of the System and/or the services provided and are unrelated to the value of the Subscriber's property or the property of others located in Subscriber's premises. The amounts payable by the Subscriber are not sufficient to warrant GFSSC assuming any risk of consequential, collateral, incidental or other damages to the Subscriber due to the System, its installation or the use thereof, or any deficiency, defect or inadequacy of the System or services or due to GFSSC's negligence or failure to perform, except as specifically provided for in this Agreement. Subscriber does not desire this Agreement to provide for the liability of GFSSC and Subscriber agrees that GFSSC shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences therefrom which the System or service is designed to detect or avert. From the nature of the System provided hereunder or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the active or passive negligence of, or a failure on the part of, GFSSC to perform any of its obligations, hereunder, or the failure of the System to properly operate. If GFSSC should be found liable for loss or damage due to a failure on the part of GFSSC or the System or services, in any respect, such liability shall be limited, solely with regard to any RECURRING SERVICE transaction, to an amount equal to fifty percent of one year's recurring service charge or the amount of \$1000, whichever is less, or, solely with respect to a DIRECT SALE transaction, to an amount equal to the purchase price of the equipment with respect to which the claim is made, and regardless of the type of transaction, this liability shall be exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of the Agreement or from the active or passive negligence of GFSSC, its agent or employees. In the event that Subscriber desires GFSSC to assume greater liability under this Agreement, a choice is hereby given of obtaining full or limited liability by paying an additional amount in proportion to the amount of liability GFSSC will assume. If this option is chosen, an additional rider shall be attached to this Agreement setting forth the additional liability of GFSSC and the additional charge.

3. If this Agreement is a RECURRING SERVICE transaction, then this Agreement shall begin on the later of the date of completion of installation or the date of commencement of Recurring Services, and shall continue for a period of five years after the first day of the month next following said date. This Agreement shall renew automatically for successive periods of one year thereafter unless either party gives the other party written notice of termination not later than the 30th day before the last day of the then existing term.

4. Subscriber agrees to pay GFSSC the sale and/or installation charges indicated below by paying amount equal to the deposit indicated below at the time of signing the Agreement and by paying the amount of the BALANCE DUE upon completion of the installation. Further, the Subscriber agrees to pay to GFSSC the total of the TOTAL QUARTERLY RECURRING SERVICE CHARGE indicated below quarterly in advance during the term of this Agreement and any automatic renewals thereof. IN ADDITION, IN THE EVENT OF TERMINATION BY THE SUBSCRIBER PRIOR TO THE END OF THE TERM OF THE AGREEMENT, THE AGREED UPON DAMAGE PAYMENTS SET FORTH IN SECTION 7 HEREOF, WHICH MAY BE SUBSTANTIAL, WILL BECOME IMMEDIATELY DUE AND PAYABLE.

SALE AND/OR INSTALLATION CHARGES

Sale and/or Installation Charge: \$ N/A
 Use or Sales Tax (if applicable): \$ N/A
 Tel. Co. Installation Charge: \$ N/A
 Total: \$ _____

RECURRING SERVICE CHARGES

GFSSC Recurring Charges
 Use or Sales Tax (if applicable):
 Tel. Co. Recurring Charge

QUARTERLY PAYMENTS

\$ 975.00
 \$ Exempt

DEPOSIT RECEIVED: \$ _____
 BALANCE DUE: \$ _____

TOTAL QUARTERLY RECURRING SERVICE CHARGE: \$ 975.00

THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN, AND, BY REFERENCE, MADE A PART HEREOF. SUBSCRIBER ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT AND HAVING READ AND UNDERSTOOD ALL OF SUCH TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, SECTIONS 2, 5, 6, 7, 11 AND 13, WHICH LIMIT THE WARRANTIES, LIABILITIES AND OBLIGATIONS OF GFSSC.

GUARDIAN FORCE SECURITY SERVICES CORP.

By _____ Security Representative By _____ Title
 Approved [Signature] Print _____ Date _____
 Authorized Representative Driver's License Number

THIS AGREEMENT SHALL NOT BE BINDING UPON GFSSC UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GFSSC. IN THE EVENT SUCH APPROVAL IS NOT OBTAINED, THE SOLE LIABILITY OF GFSSC SHALL BE TO REFUND TO SUBSCRIBER ANY AMOUNT THAT HAS BEEN PAID TO GFSSC BY SUBSCRIBER UPON SIGNING THIS AGREEMENT.



Each of us agrees to amend the referenced Master Services Attachment for ServiceElite ("Attachment") and the associated terms for IBM Software Maintenance:

i5/OS V5R4 Service Extension Support

1. Scope of Service

Under this Service IBM will provide remote technical support services for basic how-to, usage, known and new defect support for the Eligible Machines and Supported Products. The terms specified in this section "i5/OS V5R4 Service Extension Support" are only applicable to this specific Service and will expire when this Service expires.

You will receive i5/OS V5R4 Service Extension Support for the Eligible Machines and Supported Products that are identified as such within the IBM Schedule for ServiceElite ("Schedule"). The Schedule will also specify the hours of support coverage for the Eligible Machines and Supported Products as applicable. Any newly acquired Eligible Machines and Supported Products may be added upon your written request, and once accepted by IBM will be reflected via a Schedule and may result in changes to the charge for this Service.

2. Definitions

Full Shift - is 24 hours a day, seven days a week, including national holidays.

Off Shift - is all hours outside of Prime Shift.

Prime Shift - is 8:00 a.m. to 5:00 p.m. in the local time zone where your U.S. based Primary Technical Contact resides, Monday through Friday (excluding national holidays).

Response Time - is the elapsed time between receipt of a submission by IBM Remote Technical Support, and the acknowledgment and initial disposition of the submission.

Severity 1 - is a (Customer Critical Problem) critical business impact which means you are unable to use the program and has no known work around, resulting in a critical disruption to business operations.

Severity 2 - is a significant business impact, which means the program is usable but is severely limited.

Severity 3 - is some business impact, which means the program is usable with less significant features.

Severity 4 - is a minimal business impact, which means the problem causes little impact on operations or that a reasonable circumvention to the problem has been implemented.

Supported Products - Supported Products listing for the end of service. For a detailed listing of the software products included and the type of support provided, refer to: <http://www-03.ibm.com/services/supline/products/>

3. Service Description

3.1 i5/OS V5R4 Service Extension Support

3.1.1 IBM Responsibilities

IBM provides remote usage, known and new defect assistance only to your Information Systems ("IS") technical support personnel. This assistance is not available to your end users. This assistance will provide support to United States ("U.S.") callers only for the U.S. English versions of the Supported Products installed on systems which are physically located in the U.S.

Usage and known defect support is available during Full Shift for Severity 1 and during Prime Shift for Severity 2, 3 and 4 problems. New defect support is also available during Full Shift for Severity 1 and during Prime Shift for Severity 2, 3 and 4 problems.

IBM will:

- provide you with basic, short duration, remote assistance for installation (or reinstallation), usage and configuration questions;
- provide assistance with questions regarding product documentation related to the Supported Products;
- determine an applicable resolution which may include patches or workarounds;
- review diagnostic information to assist in isolation of a problem cause (which would include, assistance interpreting traces and dumps for installation problems); and
- provide assistance on Supported Product known defects for which available corrective service information and program fixes are available and for which you are entitled to receive support under the terms of the IBM Program license.

Response Criteria:

IBM will use commercially reasonable efforts to respond, by telephone, to service calls from you within two hours during Prime Shift. IBM's initial response may result in resolution of your request or it will form the basis for determining what additional actions may be required to achieve technical resolution of your request. During Off Shift IBM will use commercially reasonable efforts to respond to service calls which you specify to be Customer Critical Problems within two hours. Also during Off Shift hours of coverage, IBM will use commercially reasonable efforts to respond to all other severity service calls within four hours.

3.1.2 Your Responsibilities

You agree to:

- have an IBM software maintenance agreement in place for the duration of this Service on the machines listed in the Schedule;
- pay any communication charges associated with accessing this Service including but not limited to phone and internet connection charges, unless IBM specifies otherwise;
- ensure you are properly licensed to use all software Supported Products for which you request assistance;
- ensure that systems covered are at the most recent cumulative fix level;
- ensure that any access codes IBM provides to you are used only by your authorized personnel;
- designate a technically qualified representative (called "Primary Technical Contact") who will be your focal point and to whom IBM may direct general technical information pertaining to your Supported Products. Your Primary Technical Contact and each caller must have sufficient technical knowledge of your Supported Product environment to enable effective communication with the IBM support center;

- g. provide IBM with all relevant and available diagnostic information (including product or system information) pertaining to software problems for which you request assistance;
- h. if requested by you and appropriate, provide IBM with appropriate remote access to your system, if required to assist you in isolating the software problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever IBM remotely accesses it with your permission. If you decline providing remote access to your system by IBM, IBM may be limited in its ability to fully provide the Services necessary to resolve the problem and if IBM is unable to do so, IBM will notify you and close out the service call;
- i. use the information obtained under this Service only for the support of the information processing requirements within your Enterprise. You may not resell the Service or use it to provide support to third parties;
- j. acknowledge that IBM does not warrant that all defects will be corrected or that the operation of the program will be uninterrupted;
- k. be responsible for the content of any database, the selection and implementation of controls on its access and use, backup and recovery and the security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel; and be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your existing systems, applications, programs, or data to which IBM will have access during the Services, including applicable data privacy, export, and import laws and regulations. It is your responsibility to ensure the systems, applications, programs, and data meet the requirements of those laws, regulations and statutes; and
- l. acknowledge that IBM is permitted to use global resources (non-permanent residents used locally and personnel in locations worldwide) for the delivery of Services.

3.1.3 Mutual Responsibilities

Each of us will comply with applicable export and import laws and regulations, including those of the U.S. that prohibit or limit export for certain uses or to certain end users, and each of us will cooperate with the other by providing all necessary information to the other, as needed for compliance. Each of us shall provide the other with advance written notice prior to providing the other party with access to data requiring an export license.

3.1.4 The following items are outside the scope of this Service:

- a. Onsite assistance.
- b. Support of additional software function, new application development, new operating system platforms or new hardware.

4. Termination

IBM may terminate this Service upon three months written notice to you. You may terminate the Service by giving one month written notice to IBM anytime after this Service has been in effect for at least two months for each of the Eligible Machines and/or Supported Products. You will receive a prorated credit for any remaining prepaid period associated with the terminated Service. This Service does not automatically renew.

This 1) Change Authorization, 2) the referenced Attachment and any prior Change Authorizations that have not been replaced by this one, 3) the Schedule, and 4) the IBM Customer Agreement or any equivalent agreement in effect between us ("Agreement") comprise the complete agreement regarding the Services in this Change Authorization. Each party accepts the terms of this Change Authorization by signing this Change Authorization by hand or, where recognized by law, electronically.

As used in this Change Authorization, "you" and "Your" refer to the Enterprise identified below:

Agreed to:
Jefferson County

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

By _____
Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

Enterprise Number: 04716000

Reference Attachment number: MAT8TCC

Enterprise address:

Change Authorization number:

1149 Pearl Street
Beaumont, TX 77701

IBM Address:

IBM CORPORATION
7100 HIGHLAND PARKWAY
SMYRNA, GA 30082

Enterprise telephone number:



STAGERIGHT

495 Pioneer Parkway ~ Clare, MI 48617
 Phone: 800-438-4499 Fax: 989-386-3500
 www.stageright.com

QUOTE #: Q-62106

For:	Danny Broussard	By:	Amy Whitney
Facility:	Ford Park		Inside Sales Representative
Address:	5115 I-10 South Beaumont, TX 77705		StageRight
Fax:	(409) 951-5429	Fax:	(989) 386-3500
Phone #:	(409) 951-5425	Phone #:	(800) 438-4499 , ext. 327
Email:	dbroussard@fordpark.com	Email:	awhitney@stageright.com
Subject:	Ford Park - ME3750. Decks. AR Legs. Players Tunnel	Date:	08/09/2013

REVISED Additional Staging and Players Tunnel to add stairs, rolling drum risers and Equipment Ramp

Part Number	Qty	Description	Unit Price	Amount
320712BK	2.0	Players Tunnel, 8' Wide x 8' High x 12' Length, Black Fabric Cover	1,810.00	3,620.00
648AN2D	8.0	Deck, 4'x8', Reversible with Black TechStage 0.095"/Gray Carpet Surfaces, Anodiz	380.00	3,040.00
648AN22	4.0	Deck, 4'x8', Reversible with Black TechStage 0.095"/Black TechStage 0.095"	412.00	1,648.00
319348	7.0	ME-3750, 8' x 12' x 48"-78" w/ R.L.A.'s	2,746.00	19,222.00
Custom	8.0	Tri-Shaped Z-HD Support w/ Casters, Finished Hgt 12"	318.00	2,544.00
314340	16.0	Locator, Major Event Arena-Style & Z-HD Single	19.00	304.00
314345	8.0	Locator, ZHD Dual	22.00	176.00
360038	4.0	Alpha Roll 6x8x16"-24" Single Sided Deck	1,041.00	4,164.00
107044	4.0	AlphaRoll Leg Pack, 24"-32"	50.00	200.00
320106	2.0	Stair - EZ Lift 48"-78" 8 Step	1,400.00	2,800.00
321113	1.0	Skirt, 8' x 48"-78" Black Janus, Clip Attachment	142.00	142.00
350420	1.0	Equipment Ramp , 0"-72" (to be set @ 1' height increments - 4' and 5' and 6' Stage Heights)	17,166.00	17,166.00
323405	24.0	Deck Tie Downs - Major Event Style	3.50	84.00
800175	1.0	T-Wrench	9.00	9.00
Custom	21.0	Engineering	61.00	1,281.00
		Tax:		
		S & H:		4,800.00
		Total:		61,200.00

Please see Terms and Conditions on the following page(s).

Terms and Conditions:

Within five business days from receipt of order, an order acknowledgement will be sent to confirm your order and

provide a scheduled ship date. It will also contain important information regarding the processing and delivery of your order. Contact StageRight immediately if you do not receive your order confirmation.

Lead time is estimated and varies based on manufacturing capacity. Actual ship date will be determined at placement of order. Shipping rates are subject to change.

Quote Valid Until: 09/08/2013

Lead Time: Estimated 30-45 Days ARO (To be confirmed at time of order)

Credit Terms: Net 30 - No Retention

Warranty: One (1) Year

Freight Terms: FOB Clare - MI

Quoted Price Does NOT Include any State and/or Local Taxes

Quoted Price Does NOT Include Off Loading OR Inside Delivery

Quoted Price Includes Shipping

Visa - Mastercard - American Express and Discover Accepted

Shipping rates are subject to third party increase/change and do not include Destination Handling Charges -

Customs Clearance - Duty or Taxes.

ARTICLES OF AGREEMENT

Between

Jefferson County, Texas

and

The Jefferson County Deputy Constables
Association

October 1, 2013– September 30, 2014

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ARTICLE 1

Preamble

SECTION I

This Agreement is made and entered into by and between the County of Jefferson and the Precincts 1, 2, 4, 6, 7, and 8 Constables of said County, in the State of Texas, and the Jefferson County Deputy Constables Association, hereinafter referred to as the "Association," in accordance with all applicable state and federal statutes, including the Fire and Police Employee Relations Act of Texas (Chapter 174 of the Texas Local Government Code).

SECTION II

The general purpose of this Agreement is to promote the mutual interests of the County and the deputy constables; to provide for equitable and peaceful adjustments of differences that may arise; to establish proper standards of wages, hours and other terms and conditions of employment for "policemen" as defined in the Fire and Police Employee Relations Act of Texas, with the objective of providing a sound basis for the efficient and effective delivery of services to the public. The parties to this Agreement will cooperate fully to advance and achieve these purposes.

SECTION III

The County and the Constable, and the Association, acknowledge and agree to their mutual obligation to bargain in good faith as set forth in the Fire and Police Employee Relations Act of Texas and all other applicable statutes.

ARTICLE 2

Definitions

A. "Agreement" means the Collective Bargaining Agreement negotiated by and between the County and the Constable, and the Jefferson County Deputy Constables Association.

B. "Association" means the Jefferson County Deputy Constables Association.

C. "Bargaining Unit" means all full time, paid sworn and certified deputy constables appointed by the Constable.

D. "Base Pay" means the salary or wages paid to the deputy, exclusive of any longevity pay or any other supplemental pay or benefits that may be provided in this Agreement.

E. "Board of Directors" means those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-Laws of the Association.

F. "Constable" means the duly elected or appointed Constable.

G. "County" means the governmental body of Jefferson County, Texas; and/or Commissioner's Court.

H. "County Commissioner" means the duly elected or appointed commissioner for each of the four (4) precincts of Jefferson County.

I. "County Judge" means the duly elected or appointed county judge who is charged primarily with the administration of Jefferson County.

J. "Office" means the Precinct 1,2,4,6,7, and 8 Constable's Office of Jefferson County, Texas.

K. "Deputy" means any sworn, full time, paid employee of the Precinct 1,2,4,6,7, and 8 Constable's Office, who is certified by the Texas Commission on Law Enforcement Standards and Education, except for the Constable.

L. "Discipline" means a suspension without pay or termination.

M. "Dispute" means any and all disputes arising under the Contract Dispute Resolution Procedure in Article 15.

N. "Emergency" means an unexpected happening or event, or an unforeseen situation or crises that calls for immediate action.

P. "Promotion" means advancement from a lower rank to a higher rank within the Constable's Office.

Q. "Regular Pay" means the total salary or wages paid to a deputy, exclusive of overtime pay, but including any types of pay supplements that may be included in this Agreement relating to longevity pay, education, specialized training or certification that are provided to a deputy on a recurring basis.

R. "Standby" means that an off-duty deputy has received an order from a superior officer to remain at home or other specific, known location awaiting a call to be immediately available for duty when called. The order must substantially interfere with the deputy's freedom to use his/her time off as desired. It does not include any requirement to wear a pager or other such device and does not include any rule or regulation requiring response to a pager; unless that rule or regulation requires response to pages so frequently or readiness conditions so restrictive that the deputy is not free to use the off-duty time effectively for his/her own benefit.

S. "Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests), for the

purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

T. "Suspension" means when a deputy is temporarily relieved from duty by the Constable pursuant to Article 25. A deputy who is suspended remains an employee of the Constable's Office, but may not perform an official act unless so directed by the Constable. The Constable may suspend a deputy with or without pay.

U. "Termination" means when a deputy is permanently relieved from duty by the Constable pursuant to Article 25; and shall include an action by the Constable to not re-deputize any deputy at the beginning of a new term of office.

V. "Uniform" means any clothing which is required by the County or the Constable to have identifying paraphernalia attached to it.

ARTICLE 3

Duration

SECTION I

This Agreement shall be effective as of the 1st day of October, 2013, and shall remain in full force and effect until the 30th day of September, 2014 unless the parties mutually agree on an extension to some other date after September 30, 2014. In the event that the parties reach an impasse in collective bargaining negotiations as defined in Fire and Police Employee Relations Act of Texas prior to September 30, 2014 then this contract shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2016.

SECTION II

In the event that a Constable other than the signatory to this Agreement takes office any time during the term of this Agreement, said new Constable may, no later than thirty (30) calendar days after taking office, give the Association written notice of his intention to re-open negotiations with respect to those parts of this Agreement applicable to his rights and authority. The failure by the new Constable to give written notice within thirty (30) calendar days of taking office shall give implied consent that the terms and conditions of this Agreement shall continue in full force and effect. In the event that negotiations are reopened between the new Constable and the Association, and the parties reach an impasse in collective bargaining negotiations as defined in the Fire and Police Employee Relations Act of Texas, then all parts of this contract applicable to the Constable's rights and authority shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2015.

SECTION III

Nothing in this Article shall preclude the parties, upon mutual agreement and in writing, from reopening negotiations at any time during this agreement to negotiate and amend, modify or otherwise change any provisions set forth in this agreement.

ARTICLE 4
Recognition

SECTION I

The County and the Constable hereby recognize the Association as the sole and exclusive collective bargaining agent for the unit consisting of all deputies as defined herein. This right of recognition includes the sole and exclusive right to negotiate on behalf of all members of the bargaining unit over wages, hours and terms and conditions of employment.

SECTION II

The County, the Constable and the Association recognize their joint responsibility to a reasonable, fair and consistent interpretation and application of this Agreement, Constable's Office Rules and Regulations, and Special Directives and Administrative Orders which may govern the conduct of members in the Bargaining Unit.

ARTICLE 5
Payroll Deductions

SECTION I

The Association shall have the sole and exclusive right to payroll deductions of all matters set forth in this Section.

SECTION II

The County agrees to deduct each payday on a prorated basis the monthly Association dues from the pay of members of the bargaining unit who submit written individual requests for such deductions to be made. Dues shall be paid to the legally designated representative of the Association.

SECTION III

The authorization form shall provide that the deduction shall remain in full force and effect until the receipt by the County of a written termination request from the member of the bargaining unit. The authorization form shall also authorize the County, without further notice from the member of the bargaining unit, to change the amount of the deduction for Association dues to the amount specified in a written notice for Association dues change provided to the County by the Association. The County shall begin making deductions in that amount within thirty (30) calendar days of receipt of written notice. Only one change in the amount of the deduction shall be authorized in a twelve (12) month period.

SECTION IV

The deduction authorization is completely voluntary, and may be terminated by any member of the bargaining unit in writing at any time. The County shall provide a list of those members of the bargaining unit from whom dues were deducted each payday when payment is made to the Association.

SECTION V

The County shall deduct special, one-time assessments upon written request of the Association signed by the President for social, benevolent or fraternal purposes of the Association; except that no more than one special assessment shall be deducted by the County per Fiscal Year.

SECTION VI

The Association shall indemnify the County, and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.

ARTICLE 6 Conduct of Association Business

SECTION I

The Association shall have the sole and exclusive right to all time off rights set forth in this Article.

SECTION II

Any member of the Board of Directors shall have the right to visit the premises of a Constable's Office for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of a Constable's Office. A member of the Board of Directors shall provide a written request to the Constable about any visitation of the premises. The Constable shall not unreasonably deny any request to visit the premises.

SECTION III

Consistent with the Association leave pool provisions in Section 4 herein, the Association's negotiating team, not to exceed four (4) members, shall be permitted time off to attend negotiating sessions with County representatives, where such sessions or meetings are scheduled during working hours; or shall be given time off for the scheduled night shift immediately preceding or succeeding such negotiating sessions. In the event of an emergency, lack of manpower or other operational contingency, time off for negotiations shall not be permitted.

SECTION IV

Association business shall not be conducted at the expense of the County or on County time. All Association business conducted by any member of the Board of Directors shall be done on the following basis:

A. All Association business conducted by a member of the Board of Directors in lieu of work time shall be on the Board member's own leave time or paid for by the Association leave pool as provided herein; except that any attendance by a Board member that is required by the County or Constable shall not be construed as Association business. All Association business paid for by the Association leave pool must be accounted for in the leave pool records maintained as required herein.

B. Each deputy in the Bargaining Unit shall donate two (2) hours per year at the beginning of each new Calendar Year from vacation to an Association leave pool. Any accumulated Association leave time remaining as of December 31, shall be carried forward into the next year until March 15. Any time that is carried forward that is not used by March 15 shall expire on that date.

C. Any pool days taken by a member of the Board of Directors shall be recorded on a form containing the following information: (1) the deputy's name; (2) the deputy's job assignment; (3) the nature of the Association business being taken; (4) how much time is being taken; and (5) the signature of the Association President or his designee authorizing such leave. A record of such leave accrued and taken will be maintained by the County Auditor.

D. Association business leave may be suspended by the Constable in times of emergency, for lack of manpower, or for an operational contingency.

ARTICLE 7 Bulletin Boards

The Association shall have the sole and exclusive right to maintain a bulletin board at a Constable's Office in an area not exposed to public view. The board may be used for posting notices of (1) recreational and social events, (2) Association elections, (3) Association meetings, (4) reports of Association committees, (5) rulings or policies of the State or National Association, (6) legislative enactments and judicial decisions affecting public employee labor relations, and (7) notices or announcements pertaining to the political activities of the Association, except that specific endorsement letters for any political candidate shall not be posted. All postings shall be in compliance with the Texas Election Code and other applicable laws.

ARTICLE 8 MANAGEMENT RIGHTS

Except as otherwise specifically provided herein, the direction of the work force and the management of a Constable's Office, including, but not limited to, the right to hire, the right to discipline or discharge for just cause, the right to decide job qualifications for hiring, the right to lay off for lack of work or funds, the right to abolish positions, the right to make rules and regulations governing conduct and safety, the right to determine the methods, processes and manner of performing work to deputies, the determination of policy affecting the selection of new deputies, the right to establish work performance measurements and standards and to implement programs to increase the cost effectiveness of departmental operations if research dictates the need for such programs, are vested exclusively in the Constable and/or County as applicable.

ARTICLE 9 Disallowed Practices

SECTION I

The County, Constable or the Association, as applicable, shall not engage in the following practices:

A. Interfere with, restrain, or coerce deputies in the exercise of rights granted in this Agreement.

B. Dominate, interfere, or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization. This practice shall include any assistance, either direct or indirect, which interferes with any of the Association's sole and exclusive rights as described in this Agreement to another labor organization that can possibly be certified under the Fire and Police Employee Relations Act of Texas as an exclusive bargaining representative.

C. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment.

D. Discharge or discriminate against any deputy because he/she has filed any good faith affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he/she has formed, joined, or chosen to be represented by the Association.

E. Make or permit any agreement, understanding, or contract with any person, including a member of the bargaining unit, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.

F. Coerce or intimidate deputies in the enjoyment of any legal rights guaranteed under the Fire and Police Employee Relations Act of Texas.

G. Coerce or intimidate deputies in the enjoyment of any legal rights guaranteed under this Agreement.

H. Coerce, intimidate or induce any elected official or agent of the County to interfere with any deputies in the enjoyment of their legal rights guaranteed under the Fire and Police Employee Relations Act of Texas or under this Agreement.

ARTICLE 10
No Strike Clause

SECTION I

The Association agrees that during the term of this Agreement, it will not authorize, ratify, encourage, or otherwise support any strikes, slow-downs or any other form of work stoppage or interference with business of the County or Constable's Office, and will cooperate with the County and Constable in preventing and/or halting any such actions.

SECTION II

Subject to Article 25, "Disciplinary Actions," the Constable may discipline and/or discharge any deputy who instigates, participates, or gives leadership to any act or conduct prohibited by Section 1 of this Article. The Constable may also invoke any and all remedies at law in the event of any strike, work stoppage or slow-down.

ARTICLE 11
Maintenance of Standards

All standards, economic benefits, or other conditions of employment enjoyed by members of the Bargaining Unit at the effective date of this Agreement, which are not specifically included as a part of this Agreement, shall remain unchanged for the duration of the Agreement.

ARTICLE 12
Uniforms and Equipment

SECTION I

Uniforms.

The County shall issue to each deputy, who is required by the Constable to wear a uniform, five shirts and three pairs of pants. Uniforms will be replaced by the County on an as needed basis as determined by the Constable subject to budget appropriations sufficient for

replacement. Uniforms that have been damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the deputy.

The County shall issue to each deputy one windbreaker and one set of rain gear.

SECTION II

Uniform Equipment.

The County shall issue to each deputy who is required to wear a uniform the following equipment:

- a. one full Sam Browne including keepers, holster, clip holders, bullet holders, flashlight holder, stick holder, handcuffs, handcuff case and portable radio holder.
- b. bullet proof vest.
- c. current penal code and traffic code.

The County shall issue to each deputy who is not required to wear a uniform the following equipment:

- a. holster, clip holders, bullet holders, handcuffs, handcuff case and portable radio holder.
- b. bullet proof vest.

All equipment will be replaced on an as needed basis. Any item that has been damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the deputy.

SECTION III

Radios.

The County shall provide each deputy with a portable radio for use while on-duty. Said radios shall be maintained in good operating condition and shall be replaced or repaired if not in working condition.

SECTION IV

Bullet-Proof Vests.

When required to be provided by this agreement, bullet-proof vests shall be replaced when:

- a. The vest has sustained job related damage that renders the vest unsafe for continued use.
- b. The age of the vest exceeds the time for use recommended by the manufacturer one.

SECTION V

Vehicle Maintenance and Replacement.

Vehicles shall be maintained by the County and kept in good and safe operating condition. Deputies shall be responsible to deliver the vehicles to an appropriate County service center for regular maintenance when required. Vehicles will be replaced when necessary as determined by this article.

The County shall furnish every Constable Office vehicle with the following equipment: two-way radio; cage; pump shotgun; flashlight/charger; first aid kit; jumper cables; fire extinguisher; and one case (24) of flares. This equipment shall be maintained in good working condition, and shall be replaced on an as needed basis. Any item that has been damaged due to abuse, misuse, or neglect shall be replaced at the expense of the Deputy causing the damage.

A Vehicle Assessment Committee consisting of a Constable or his/her designee, the President of the Association or his/her designee, and the County Service Center Supervisor, shall be created for the purpose of assessing the condition of each vehicle in use and determining whether or not each vehicle is safe for continued use. These determinations shall be made prior to the time that each Constable submits his office budget each year. In arriving at a decision, the Committee shall take into account the type of service to which the vehicle is suited or used, the anticipated mileage which the vehicle will have attained during the next budget year, the type of maintenance to be administered to the vehicle, and the overall condition of the vehicle, including age, mileage and type of prior usage.

If two (2) out of three (3) members of the Committee determine that a vehicle should be replaced, the Committee shall prepare a written report detailing the condition of the vehicle to the appropriate Constable and County Auditor. The report will be a component of a request for allocation of funds in the forthcoming budget for replacement of the vehicle.

At the request of any one (1) of the three (3) Committee members at any time during the year, the Committee shall evaluate the condition of a particular vehicle to determine whether or not the vehicle is safe for continued use. If two (2) out of three (3) members agree that the vehicle is unsafe, the vehicle shall immediately be taken out of service, and; (1) the vehicle shall either be restored to safe condition, or, (2) the County's procedure for acquisition of a replacement vehicle shall immediately be initiated by the Constable if funds for that purpose are available at that time, or , (3) the Committee shall prepare a condition report and a request for a replacement in the next budget.

This procedure shall apply only to those vehicles that were purchased by the County through its usual vehicle acquisition procedure, and shall not apply to vehicles that were acquired by seizure or by other means.

SECTION VI

Reference Materials.

The County shall provide each Constable's office with a current Family Code, Rules of Civil Procedure, Civil Practice and Remedies Code and Property Code. The County shall provide each deputy with a current Penal Code and Traffic Code.

ARTICLE 13

Seniority

SECTION I

Definition.

Seniority shall be defined as the length of service by a deputy ~~an officer with~~ in his/her the Constable's Office Department.

SECTION II

Applicability.

Consistent with the Sections of this Article, seniority shall apply in the selection of days off, vacation days, and layoff/recall for a deputy in his/her Constable's Office.

SECTION III

Days Off/Vacations.

Seniority shall be the sole factor in the selection of vacations, and based upon overall time of employment as a deputy in his/her Constable's Office. Seniority shall be the sole factor in the selection of days off, and shall be based upon time of employment as a deputy constable in his/her Constable's Office.

SECTION IV

Lay-off/recall.

Seniority shall be the sole factor in layoff and recall, with layoff being accomplished beginning with the least senior deputy in the affected Constable's Office; and recall beginning with the most senior deputy in the highest job classification in the affected Constable's Office. It is the responsibility of the County to notify a deputy in writing if he/ she is being laid off due to the elimination of the position in the budget. It is the responsibility of the affected Constable to

notify in writing a laid off deputy of a recall to fill a vacancy in that Constable's Office within thirty (30) calendar days of the vacancy. If the laid off deputy does not accept the recall job offer by the Constable within fifteen (15) calendar days, the position may be filled by the Constable with any other eligible candidate.

ARTICLE 14

Retirement

Members of the bargaining unit shall continue to participate in the Texas County and District Retirement System in accordance with the statutes of the State of Texas now applicable, or as they may hereafter be amended, in the same manner as other County employees not subject to a collective bargaining agreement.

ARTICLE 15

Contract Dispute Resolution

SECTION I

Scope.

All disputes concerning the proper interpretation and application of this Agreement, or alleged violations of this Agreement, except matters involving discipline which are subject to the procedure as set forth in Article 25, and except matters covered in Article 16, shall be resolved by the provisions in this article.

SECTION II

Time Limits.

The parties shall adhere to the time limits as set forth in this Article. In the event that an officer or the Association fails to meet the time limits at Step One (1) or Step Two (2) of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by a deputy, the Association, the Constable or the County to meet the time limits at any other Step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. Any time restrictions in this Article may be waived by written, mutual agreement of the parties.

SECTION III

Process.

A dispute as defined in Section 1 above shall be handled as follows:

Step 1. Each deputy who alleges that a dispute exists shall, within fourteen (14) calendar days of the date the deputy knew or should have known of the existence of the alleged dispute,

along with the Association President or his/her designee, first discuss the dispute with an immediate or intermediate supervisor, or the Constable, as applicable. The Deputy Officer and the Association President or his/her designee is encouraged to attempt an informal solution to impending disputes by verbally advising the supervisor or Constable of such dispute as soon as possible.

Step 2. If the dispute is not resolved at Step One (1), then the grievant shall submit the issue in writing to the Constable within thirty (30) calendar days of the Deputy's actual or constructive knowledge of the occurrence causing the problem. The Constable shall determine whether the complaint should be answered by the Constable, the County Judge, or both. The Constable or his designee, and/or the County Judge, as applicable, shall provide a written response within twenty (20) calendar days after receipt of the complaint. Only grievances involving economic issues shall be filed with the County Judge.

The President of the Association, or his/her designee, may file a class action complaint with the Association on behalf of any Bargaining Unit member(s) similarly situated within thirty (30) calendar days of the Association President's actual or constructive knowledge of the occurrence or event causing the problem.

The complaint by an individual deputy or by the President of the Association shall include: (1) a statement of the complaint and all facts on which it is based; (2) any and all sections of the Agreement which have allegedly been violated; (3) the remedy or adjustment, if any, sought; and (4) the signature of the deputy or Association President, as applicable.

Step 3. If the dispute is not resolved at Step 2, the grievant shall submit a copy of the written grievance filed at Step 2, and a copy of the response received, to the Association within ten (10) calendar days of the grievant's receipt of the Step 2 response.

A determination as to the validity of the complaint shall be made by an Association Grievance Committee created for that purpose. The Association Grievance Committee shall meet and render its decision within twenty (20) calendar days after receipt of the complaint.

In the event that the Association Grievance Committee decides that a valid grievance exists, the Association (and Deputy, if applicable) shall proceed to Step 4. In the event the Association Grievance Committee decides that no dispute exists, there shall be no further action under this procedure.

Step 4. If the complaint has not been settled at Step 3, the Association President, the Constable or the County Judge may request within thirty (30) calendar days after receipt of the Association's decision, that the matter be submitted to negotiation.

If a request for negotiation is made, the parties shall meet and confer concerning the complaint for a period not to exceed thirty (30) calendar days from the date of the request in an effort to resolve the matter.

If the parties cannot resolve the dispute within thirty (30) calendar days, they shall certify in writing that no resolution has been made.

Step 5. If the complaint has not been settled at Step 3, or no request is made by any party pursuant to Step 4 to submit the dispute for negotiation, then the Association shall have thirty (30) calendar days from the date that the grievant submitted the grievance at Step 3 to the Association, to give notice of its intention to submit the dispute to final, binding arbitration as hereinafter provided. If the complaint is submitted for resolution at Step 4, the Association shall have twenty (20) calendar days from the date the parties certify that they cannot resolve the matter to give notice of its intention to submit the dispute to final, binding arbitration as hereinafter provided.

The parties shall arbitrate consistent with the provisions set forth in Attachment 3, which is incorporated by reference into this Article.

Failure to adhere to any time limits in this Article may be pled in bar to either arbitration or any legal action.

ARTICLE 16

Wages

SECTION I*

Wage Rates. Deputies shall be compensated on the basis of working 2,080 hours annually; and shall be compensated on a bi-weekly basis. The base salaries for the term of this Agreement shall be in accordance with the following schedule:

MONTHLY RATES/EFFECTIVE DATES

<u>Monthly Ranges</u>	<u>October 1, 2012</u>
Deputy Constable – 1 (0 – 12)	\$3,946.04
Deputy Constable – 2 (12-24)	\$4,171.35
Deputy Constable – 3 (24-48)	\$4,350.41
Deputy Constable – 4 (48-72)	\$4,529.44
Deputy Constable - 5 (72-96)	\$4,689.72
Deputy Constable – 6 (96-120)	\$4,851.41
Deputy Constable – 7 (120 – 180)	\$4,995.76
Deputy Constable – 8 (180+)	\$5,143.09
Chief Deputy Constable	\$6083.05

Effective October 1, 2013, all members of the bargaining unit shall receive a two percent (2%) across-the-board wage increase.

In the event that non-bargaining unit County employees receive a wage increase of more than two percent (2%) in Fiscal Year 2013-14 or Fiscal Year 2014-15, then all members of the bargaining unit shall receive the same increase.

SECTION II

Certification Pay.

A. A deputy will be provided \$75.00 monthly, in addition to the base rate, whenever the officer attains an Intermediate Certification through TCLEOSE.

A deputy, who attains an Advanced Certification through TCLEOSE, shall be provided \$100.00 per month in addition to the base rate, and in addition to the \$75.00 that is being provided for the Intermediate Certification or Associate Degree.

A deputy who attains a Masters Certification through TCLEOSE shall be provided \$125.00 per month in addition to the base rate, and in addition to the \$100.00 that is being provided for the Advanced Certification and the \$75.00 that is being provided for the Intermediate Certification.

A deputy will be provided \$100.00 monthly, in addition to the base rate and Certification Pay, whenever the officer attains a Civil Process Proficiency Certification through TCLEOSE.

B. No deputy in a Constable's Office compensated pursuant to Section A of this Article shall receive more than a total of \$400.00 monthly for the Certification pay.

SECTION III

Longevity Pay.

In addition to the base wage rates, deputies shall be compensated longevity pay at the rate of \$6.26 per month per year of service, to a maximum of twenty-five (25) years of service (\$156.50 monthly maximum) by the County.

SECTION IV

Miscellaneous Pay Issues.

All Deputy Constable's hired after June 16, 1997 will be credited for any verifiable Texas State Law Enforcement experience for purposes of determining at which Deputy Constable rate they will be paid. However, no new hire can enter employment at a rate greater than that specified as the Deputy Constable-5 step.

Deputy Constables may transfer within the same rank to other Constable precincts without a loss in pay.

ARTICLE 17
Hours of Work, Overtime, and Staffing

SECTION I

Work Day/Work Week.

Deputies shall ordinarily work eight (8) hours or ten (10) hours per shift, as applicable; and forty (40) hours per week. The work day for all deputies shall include any shift briefings and training required by the Constable's Office.

SECTION II

Overtime.

All work performed by a deputy in excess of his/her regularly scheduled forty (40) hour work week shall be deemed overtime and shall be compensated on the basis of time-and-one-half the deputy's regular rate of pay. Excused absences with pay (specifically vacation, holiday, compensatory time and funeral leave) shall be deemed time worked for the purpose of computing hours worked.

SECTION III

Court time.

Deputies attending court during off-duty time shall be paid at the rate of time and one-half, with a two (2) hour minimum. On duty time spent in court will be paid at straight time. This provision applies to any hearing a deputy is required to attend as a result of his employment.

SECTION IV

Call Back.

Any deputy called back to duty from off-duty or on a regularly-scheduled day off shall be compensated at a minimum of two (2) hours pay.

SECTION V

Standby.

In the event that a deputy is ordered to standby prior to or after completion of a regular shift, the deputy shall receive one (1) hours pay for each four hours of standby. Except in the event of an emergency declared by the County Judge, no deputy will be required to Standby for more than eight hours in any 24 hour period.

SECTION VI

Election.

A deputy may elect to receive payment of any overtime accumulated pursuant to this Article in cash or compensatory time provided, however, that overtime will be paid only as compensatory time unless sufficient budgeted funds remain for any cash payment.

SECTION VII

Training time.

Any training time required by a Constable's Office or by any State of Texas agency that takes place outside of regular work hours shall be treated as time worked as defined in this Article.

ARTICLE 18

Vacations

SECTION I

Vacation time shall not be taken until the member of the bargaining unit has been employed at least twelve (12) consecutive months. Upon completion of twelve (12) consecutive months, a Deputy shall be entitled to accrue vacation based on the following schedule during the remainder of the calendar year:

MONTH OF EMPLOYMENT	HOURS OF VACATION
January	80
February	72
March	64
April	60
May	56
June	48
July	40
August	32
September	24
October	20
November	16
December	8

SECTION II

All members of the Bargaining Unit shall be provided vacation time based on the schedule below. "Completed Years of Service" shall be measured from January 1 of the calendar year in which the deputy was first employed. Vacation hours are credited as of January 1 of each calendar year.

COMPLETED YEARS OF SERVICE	HOURS OF VACATION
1 through 4	80
5 through 9	120
10 through 14	160
15 and over	200

SECTION III

Members of the bargaining unit who separate from service with the County after having completed twelve consecutive months of service shall be paid upon separation for any accrued, unused vacation to which they are entitled.

SECTION IV

Members of the bargaining unit who have at least twenty (20) years of continuous service may receive pay-in-lieu of no more than eighty (80) hours vacation annually. Any such pay for vacation shall be at the straight time rate; and shall be uniformly applied in any calendar year to all deputies making the request for the benefit. Provided, however, that to receive such pay, the request therefore must be made in writing to the Constable on or before May 31st of the calendar year prior to the year the benefit is to be paid and included in the budgetary request to the Commissioners' Court and approved and budgeted.

SECTION V

In compliance with the Family Medical Leave Act of 1993, in documented cases of hospitalization, serious illness or other unexpected emergency, a member of the bargaining unit who has commenced his/her vacation may submit a request to the Constable for the rescheduling of the affected vacation time. The granting of such request shall not be unreasonably withheld.

SECTION VI

The Constable shall be responsible for scheduling vacations.

SECTION VII

Any unused vacation shall be carried forward in whole or in part to the following calendar year; except that any vacation carried over must be taken by March 15 of the following

year. Reasonable accommodation must be given to Deputies so that such vacation carried over may be used prior to March 15th. Members of the bargaining unit who carry vacation forward, but who terminate employment with the County prior to March 15 shall not receive payment for any unused vacation time carried forward that remains at the time of termination.

ARTICLE 19

Holidays

SECTION I

For purposes of this article one holiday is equal to eight (8) hours. Deputies shall receive the same holidays that all other County employees are provided by the County.

Based on the current holiday schedule provided the County and depending on the particular day of the week upon which Christmas occurs, the day after Christmas may sometimes be designated as the holiday in lieu of Christmas Eve.

SECTION II

If a holiday falls on a Deputy's regular day off, the County shall pay the Deputy eight (8) hours at straight time, in addition to the Deputy's regular pay. If a Deputy works a holiday, the Deputy shall be paid for eight (8) hours at time and one-half, in addition to the Deputy's regular pay.

SECTION III

In order to receive pay for a holiday, a bargaining unit member must work (if scheduled) the working day before and after the holiday. In the event of illness on either the day before or after the holiday, the bargaining unit member must provide a doctor's excuse for the day(s) absent in order to receive pay for the holiday.

ARTICLE 20

Sick Leave

Members of the bargaining unit shall be allowed sick leave with full pay in accordance with the following provisions:

SECTION I

Four (4) hours of sick leave shall be accumulated per pay period. Maximum hours that may be accumulated is fourteen-hundred forty (1440). Sick leave pay shall be at the regular rate of pay.

SECTION II

Sick leave accrual starts with the date of employment, but sick leave may not be used until the member of the bargaining unit completes ninety (90) calendar days service with the County. Sick leave does not accrue while using sick leave, and only that sick leave that has been accrued prior to the time of illness may be used.

SECTION III

Sick leave may be used for absence from duty because of personal illness, pregnancy, legal quarantine or illness in the immediate family or for any reason covered under the Family and Medical Leave Act. Immediate family for the purpose of this subsection shall include spouse, parent, guardian or dependent child.

SECTION IV

The Constable may request and obtain verification of the circumstances surrounding any use of sick leave, and documentation of all sick leave shall be provided to the Auditor's office by the Constable. Failure to provide appropriate documentation for the use of sick leave may result in disciplinary action. While out on sick leave, a deputy must maintain regular contact with the appropriate supervisor. Sick leave benefits are contingent upon maintenance of regular contact.

SECTION V

Sick leave may be used for elective surgery only when the procedure is recognized as an allowable, reimbursable expense under the County's Health Insurance Plan.

SECTION VI

Members of the bargaining unit hired prior to October 1, 2002, with at least eight (8) years of continuous service who terminates employment may receive payment for one-half of their unused, accrued sick leave up to a maximum of seven-hundred twenty (720) hours. Members of the bargaining unit hired after October 1, 2002, may receive payment for 10% of their unused sick leave hours. However, any member of the bargaining unit who is re-employed by the County and who was previously paid for terminal sick leave shall not be entitled to any pay for sick leave upon his/her subsequent termination of employment.

SECTION VII

Funeral Leave.

In the event that a Deputy suffers a death in the family, the Deputy may take up to three (3) work days off with pay. The word "family" shall include spouse, child, parent, guardian, brother, sister, grandfather, grandmother or grandchild of the deputy, or of the deputy's spouse.

SECTION VIII

Deputies who complete one (1) calendar year of service without using any sick leave during such year shall be granted one (1) day of vacation time in addition to the amount of vacation time that the Deputy is entitled to under ARTICLE 18 of this Agreement.

SECTION IX

Personal Leave.

Subject to the approval of the Supervisor, deputies may be granted personal time off with pay for a period not to exceed two (2) days (16 hours). These sixteen (16) hours are to be used for non-medical appointments, such as, parent-teacher conferences, personal business that deputies are unable to conduct during normal working hours because of work schedules or events such as school plays, etc., and time off to vote. Deputies must schedule personal time off at least twenty-four (24) hours in advance. Personal leave will not be counted as hours worked for the purposes of calculating overtime. Personal leave may not be used until the employee successfully completes ninety (90) calendar days of employment.

A. Upon effective date of this agreement or upon employment, each officer will be credited with sixteen (16) hours of Personal Leave.

B. Thereafter, each officer shall be credited with sixteen (16) hours of Personal Leave each January 1 or upon employment.

ARTICLE 21

Injury Leave

SECTION I

A Deputy who is injured on the job shall receive temporary income benefits as prescribed by the Texas Worker's Compensation Act and the Texas Constitution Article 3, Section 52e.

SECTION II

Injury leave may be charged to FMLA leave if applicable. Deputies off on injury leave will not receive holiday pay.

SECTION III

The Commissioner's Court will review each Worker's Compensation case at the time the County supplement ends, and may extend supplemental benefits if desired.

ARTICLE 22

Leave of Absence

SECTION I

After a deputy's sick leave and all other available accrued leave have been exhausted and the deputy has been absent for eighty (80) hours without pay, the Constable shall recommend to the Commissioner's Court for approval to:

- A. Dismiss the deputy; or
- B. Place the deputy upon leave of absence without pay or benefits for a period of time not to exceed three (3) calendar months.

SECTION II

A leave of absence without pay may be granted at the discretion of the Constable, but not to exceed ten (10) calendar days per year. Additional days may be granted at the discretion of the Commissioner's Court.

SECTION III

No vacation, sick leave or credit for retirement service shall accrue while a deputy is on leave of absence without pay, for any reason.

SECTION IV

A deputy shall exhaust all other available forms of accrued leave before any unpaid leave can be granted.

ARTICLE 23 **Military Leave**

1. Leave with full pay shall be granted for Reserve Training or National Guard duty for a period of up to one hundred and twenty (120) hours per year. The deputy should notify the Auditor's Office in writing of such dates of service. Where the necessity for military leave is foreseeable, a deputy must provide at least thirty (30) calendar days' notice of intention to take military leave. When need for military leave is unforeseeable, notice as soon as practicable is required.

2. A Department Head/Elected Official must reschedule an affected deputy's work schedule, if at all possible, to avoid conflicts between work and Reserve or National Guard duty to ensure that the employee works a full week.

3. Deputies having a minimum of one (1) year of service, ordered to: 1) active military conflict duty during a conflict; 2) state active military service; 3) service supporting the Department of Emergency Management operations; 4) service supporting the Department of Homeland Security or 5) any other official activity as required by State or Federal Government, shall be entitled to the following:

A. Compensation

If the military pay is less than their base salary, the County pays the difference for a period not to exceed five (5) years. Military pay consists of base pay, plus allowance for longevity, subsistence, quarters, and dependents, plus pay for sea, flight, foreign, and hazardous pay. Military pay does not include reimbursement for travel expense. When military pay exceeds the employee's County pay, there will be no additional pay from the County.

To receive supplemental pay from the County, the deputy must furnish a certified statement of the military pay and allowances for the time off. The deputy must either: 1) endorse and forward his/her military paycheck to the County Auditor or 2) through any other method approved by the County Auditor. If the deputy fails to turn in the military pay or fails to adhere to the agreed upon method, he/she will not receive payments from the County.

B. Benefits

During the military leave, there is no accrual of sick leave, injury leave, or vacation. While vacation, injury leave and sick leave do not accrue for deputies on military leave, military leave does count towards longevity of employment for purposes of vacation and sick leave entitlement.

Time while on military leave is also counted as service credit in determining the eligibility for those benefits that are dependent upon length of service such as retirement, days off (Sheriff's Department), and shift assignments.

During the period of military leave, deputies shall be extended the option of continuing dependent insurance coverage under the County Health and Life Insurance Programs, with the employer contribution paid by the County and the employee contribution paid by the deputy. The County Health and Life Insurance Programs contain exclusions for acts of war. Deputies who are called to: 1) active military duty during a conflict; 2) state active military service; 3) service supporting the Department of Emergency Management operations; 4) service supporting the Department of Homeland Security or 5) any other official activity as required by State or Federal Government should consult with the Insurance and Risk Management Department if they have questions about the advantages of continuing the County Health and Life Insurance coverage during periods of military leave. If the deputy-discontinues coverage for dependents, he/she may re-enroll dependents consistent with the guidelines and benefits for the existing medical plan document.

The deputy must also contact the Payroll Department to continue or discontinue other deductions he/she might have.

4. Upon their return, such deputy will be restored to their former position, or to a position of like seniority, status and pay in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994.

ARTICLE 24

Jury Duty

Deputies may be granted leave with pay when required by court order to attend a court either as a prospective juror, juror or witness. Deputies shall return to work during the time not retained by the court.

ARTICLE 25

Disciplinary Actions

SECTION I

The purpose of this Article is to establish a procedure for the fair, expeditious and orderly adjustment of disciplinary actions taken by the Constable.

SECTION II

Upon notification of a complaint filed by any person, or initiated by the Constable due to job performance, the Constable shall thoroughly investigate within a reasonable period of time consistent with the nature of the complaint being investigated.

SECTION III

Upon completion of any investigation, the Constable shall determine the disciplinary action to be taken against the affected deputy. The decision of the Constable shall be based upon whether or not just cause exists for the discipline. For the purposes of this Section, the term "just cause" means that the disciplinary action of the Constable's Office was reasonable in light of all circumstances; or was done for good and sufficient reasons.

SECTION IV

Within two (2) weeks of the Constable's decision to discipline a Deputy, the Deputy may invoke his right to binding arbitration pursuant to the rules of the American Arbitration Association.

ARTICLE 26

Insurance

SECTION I

The County agrees to provide health, dental and term life insurance under the County's Group Insurance Plan at the same specifications provided to all other County employees. The premium for bargaining unit members shall be paid entirely by the Employer.

SECTION II

At the option of a bargaining unit member, qualified dependents may also be insured under the Group Plan. A member of the bargaining unit shall pay one-half of the additional premium for the claims portion of dependent coverage. However, in the event that the dependent matching ratio for non-bargaining unit employees is changed to some ratio other than a half-match the dependent matching ratio for bargaining unit employees shall automatically be set at the same ratio as is applicable to non-bargaining unit employees, unless otherwise agreed upon by the parties.

ARTICLE 27
Miscellaneous Provisions

SECTION I

The County shall reimburse any deputy for personal items stolen or damaged as a result of a work-related incident up to a maximum amount of \$500.00 per occurrence; provided that the Constable has approved the personal item as necessary and work related; provided the deputy files a written report of the incident within twenty-four (24) hours of the occurrence; provided that the subject property of the loss was not of the type provided by the County for the deputy's work; provided that the loss or damage was not due to the negligence of the deputy; and provided further that the deputy provides documentation acceptable to the County of the value of the item or cost of repair, if repairable, within thirty (30) calendar days of the occurrence. The County may, at its option, replace the item with an item of comparable worth and quality.

Excluded from this provision are any items that are prohibited by the Constable for use on the job, or any non-essential item that is used exclusively for the comfort or enjoyment of the Deputy that does not aid in the furtherance of the job duties.

SECTION II

Deputies may at any time review their personnel files consistent with the provisions of VTCS Article 6252-17, Section 3. Said review of personnel files shall take place during the regular business hours of the custodian of personnel records in the Department; and shall be under the supervision of the custodian of personnel records.

SECTION III

Deputies shall only perform bargaining unit work; specifically, that work which is normally and customarily related to the performance of duties. The County shall not request or order any deputy to perform non-bargaining unit work.

SECTION IV

Members of the bargaining unit shall have the following political rights:

A. Members of the bargaining unit shall be permitted to take an active part in any political campaign so long as they are (1) not in uniform; (2) not displaying any badge, insignia or equipment of the Constable's Office; or (3) not on duty.

B. Members of the bargaining unit shall not be required to contribute to any political fund or render any political service to any person or political party. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for making a political contribution or rendering political service to any person or political party; or by refusing to do so.

C. Members of the bargaining unit retain their constitutional right to support any candidate or measure of their choice. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for supporting or refusing to support any candidate or measure.

D. Members of the bargaining unit retain their constitutional right to demonstrate in public so long as they are (1) not in uniform; (2) not displaying any badge, insignia or equipment of the Constable's Office; or (3) not on duty.

SECTION V

The Constable and/or County shall provide the following materials to every deputy:

A. A copy of all county personnel policies, Constable's Office operations manual and rules and regulations.

B. A copy of this Agreement.

SECTION VI

Any bargaining unit member may be required to live within a fifty (50) mile radius of the Jefferson County Courthouse; however, residency within Jefferson County shall not be mandatory.

ARTICLE 28 RESERVE DEPUTY CONSTABLES

This article is to explain the extent of the reserve constables program for the mutual understanding of the parties.

The parties desire to express in written terms the extent to which the reserve constable's program will not affect members of the bargaining unit of the Constable's office or their rights under the collective bargaining agreement.

A. The Constable's Reserve Deputy Program is not designed to perform or replace the duties of a deputy constable. No reserve deputy constable will ever replace a deputy constable.

B. The Precincts Reserve Deputy Constables will be used only in emergency situations.

C. The Constable will hold no more than two (2) Reserve Deputy Constable positions (licenses).

D. The Reserve Deputies are required to keep up the continuing education credits to maintain their licenses under TCLEOSE rules and under the Rules and Regulations of the Constable's office. All future reserve deputy constables will have to abide by the same rules and regulations.

ARTICLE 29 **Closing Statements**

SECTION I

Savings Clause.

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

SECTION II

Full and Final Scope of the Agreement.

The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. Subject to the Maintenance of Standards clause (Article 12), the above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Subject to the Maintenance of Standards clause (Article 12), each party for the term of this Agreement specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

SECTION III

Approval.

SECTION III

Approval.

This Agreement was approved by the Jefferson County Commissioner's Court at a regular meeting held on the __ day of _____, 2013 and has been approved by the Constable by his signature being affixed hereto, and has been ratified by the Jefferson County Deputy Constable's Association on the ____ day of _____, 2013.

FOR THE COMMISSIONER'S COURT:

Jeff Branick, County Judge

FOR THE CONSTABLE:

Coley Saleme, Constable Pct. 1

Christopher Bates, Constable Pct. 2

James Trahan, Constable Pct. 4

Dana A. Baker Sr., Constable Pct. 6

Jeffrey Greenway, Constable Pct. 7

Eddie Collins, Constable Pct. 8

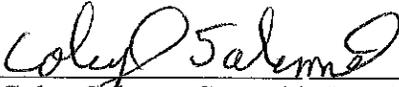
FOR THE ASSOCIATION:

Karl Holmes, President

FOR THE COMMISSIONER'S COURT:

Jeff Branick, County Judge

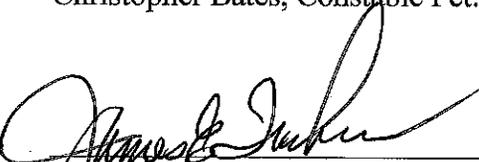
FOR THE CONSTABLE:



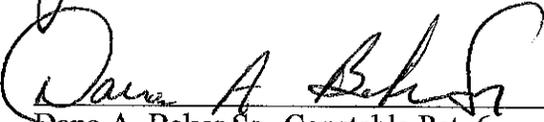
Coley Saleme, Constable Pct. 1



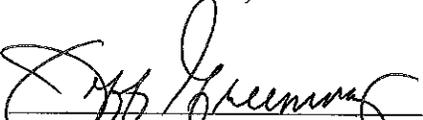
Christopher Bates, Constable Pct. 2



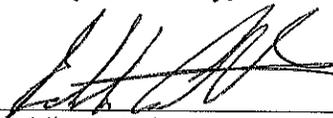
James Trahan, Constable Pct. 4



Dana A. Baker Sr., Constable Pct. 6

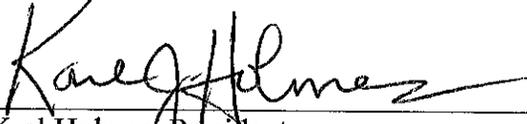


Jeffrey Greenway, Constable Pct. 7



Eddie Collins, Constable Pct. 8

FOR THE ASSOCIATION:



Karl Holmes, President

Karl Holmes, President

ATTACHMENT 1
Arbitration

A. If a grievance is submitted to final, binding arbitration by the parties, the Constable and/or County and the Association shall attempt to agree within five (5) calendar days upon an arbitrator. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) qualified neutrals shall be requested jointly by the parties from the American Arbitration Association (AAA); or may be requested by one of the parties. Within five (5) working days from receipt of the list, the parties shall alternately strike names on the list and remaining name shall be the arbitrator.

B. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the AAA Expedited Labor Arbitration Rules.

C. The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The Arbitrator shall be final and binding upon the County, the Constable and the Association.

D. The Constable and/or County shall bear the expense of any witnesses called by the County. The Association shall bear the expense of any witnesses called by the Association, except that employees of the County who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The Constable and/or County and the Association shall share equally the fees and expenses of the arbitrator.

E. Notwithstanding any other provision in this agreement, a determination by the County that results in a reduction in the number of authorized, full-time paid deputy constable positions is not subject to arbitration and an arbitrator shall have no jurisdiction to render a decision increasing the number of authorized and budgeted deputy constable positions.

ATTACHMENT 2
Non- Binding Arbitration

A. If a grievance is submitted to non-binding arbitration by the parties, the Constable and/or County and the Association shall attempt to agree within five (5) calendar days upon an arbitrator. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) qualified neutrals shall be requested jointly by the parties from the American Arbitration Association (AAA); or may be requested by one of the parties. Within five (5) working days from receipt of the list, the parties shall alternately strike names on the list and the remaining name shall be the arbitrator.

B. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the AAA Expedited Labor Arbitration Rules.

C. The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The Arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The decision of the Arbitrator shall be advisory only, however, the County and/or Constable, and the Association may voluntarily agree to accept the arbitrator's decision as a resolution to the grievance within thirty (30) calendar days of the party's receipt of the decision; and if the parties do agree to accept the decision, it is final and binding.

D. The Constable and/or County shall bear the expense of any witnesses called by the County. The Association shall bear the expense of any witnesses called by the Association, except that employees of the County who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The Constable and/or County and the Association shall share equally the fees and expenses of the arbitrator if the parties agree to accept the award as the resolution of the grievance. In the event that any party to the grievance refuses to accept the award of the arbitrator, that party shall pay the entire fee and expenses of arbitrator.

**AGENDA ITEM****October 7, 2013**

Consider and possibly authorize the County Judge to execute GLO Contract No. 10-5291-000-5299 Amendment No. 9 for Round 1 Disaster Recovery Funding.



RECEIVED
SEP 30 2013

Texas General Land Office
Legal Services Division – MC 158
PO BOX 12873 / Austin, TX 78711-2873
512.463.9895 – katelyn.allen@glo.texas.gov

TRANSMITTAL OF DOCUMENTS – SEPTEMBER 27, 2013

The Honorable Branick
County of Jefferson
1149 Pearl Street, 4th Floor
Beaumont, TX 77701

RE: GLO CONTRACT NO. 10-5291-000-5299 AMENDMENT NO. 9

Dear Judge Branick:

Enclosed concerning the GLO document referenced above are duplicate original documents. Please have them signed where indicated by an official authorized to bind your entity and return them both, directly to my attention, in the enclosed envelope. I will promptly return one fully-executed document for your files.

Please do not hesitate to contact me if you have any questions. I can be reached at (512) 463-9895 or by email at katelyn.allen@glo.texas.gov.

Best regards,

Katelyn Allen
Contract Specialist
GLO Legal Services Division

5. This Amendment No. 9 shall be effective as of the date signed by the last party.
6. Except as amended and modified by this Amendment No. 9, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
7. Any further revisions to the Contract shall be by written agreement of the parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 9 TO
GLO CONTRACT No. 10-5291-000-5299
ROUND 1 FUNDING

GENERAL LAND OFFICE

COUNTY OF JEFFERSON

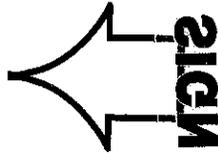
Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

By: _____
Name: _____
Title: _____

Date of execution: _____

Date of execution: _____

VA LEGAL *MS*
LCP DIV *MS*
AGC *MS*
GC *MS*



EXHIBITS ATTACHED TO THIS AMENDMENT:

EXHIBIT B-5 - REVISED BUDGET

EXHIBIT E-4 - REVISED IMPLEMENTATION SCHEDULE

EXHIBITS FOLLOW

Exhibit B-5
GLO Contract No. 10-5291-000-5299
Amendment No. 9
Page 1 of 1

REVISED BUDGET
COUNTY OF JEFFERSON

<u>LINE CATEGORIES</u>		<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
1a. Water Facilities	\$	3,294,778.12	\$ 42,800 ³	\$ 3,337,578.12
1b. Sewer Facilities	\$	239,673.35	\$	239,673.35
4. Street Improvements	\$	7,299,072.86	\$	7,299,072.86
5. Flood and Drainage Facilities	\$	9,517,715.35	\$ 144,162 ¹	9,661,877.35
6. Neighborhood Facilities/ Community Centers	\$	1,459,566.17	\$ 119,698 ⁴	1,579,264.17
10. Fire Protection Facilities and Equipment	\$	256,296.42	\$ 2,429 ⁵	258,725.42
14. Specially Authorized Public Facilities and Improvements	\$	3,885,975	\$	3,885,975
24. Acquisition	\$	29,963.65	\$	29,963.65
30. Engineering/Architectural Serv. (Total for all construction accounts)	\$	2,011,910.08	\$ 57,200 ²	2,069,110.08
33. Planning / Project Delivery	\$	1,017,096	\$	1,017,096
TOTALS	\$	29,012,047	\$ 366,289	\$ 29,378,336

¹Sabine Neches Navigation District - \$144,162

²Drainage District No. 6 - \$57,200

³West Jefferson MWD - \$42,800

⁴Ford Park Arena Insurance - \$119,698

⁵China Volunteer Fire Department - \$2,429



2014 County Holidays

**January 20 (Monday)
Martin Luther King, Jr., Day**

**February 17 (Monday)
President's Day**

**April 18 (Friday)
Good Friday**

**May 26 (Monday)
Memorial Day**

**July 4 (Friday)
Independence Day**

**September 1 (Monday)
Labor Day**

**November 11 (Tuesday)
Veteran's Day**

**November 27 & 28 (Thursday & Friday)
Thanksgiving**

**December 25 & 26 (Thursday & Friday)
Christmas**

**January 1, 2015 (Thursday)
New Year's**



PROCLAMATION

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the ____ day of _____, 2013, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Proclamation was adopted:

Domestic Violence Awareness Month

WHEREAS, the crime of domestic violence violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse including abuse to children and the elderly; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people, but cut across all economic, racial and societal barriers, and are supported by societal indifferences; and

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world; and

WHEREAS, survivors of domestic violence themselves have been at the forefront of efforts to bring peace and equality to the home.

NOW THEREFORE, BE IT RESOLVED that in recognition of the important work done by domestic violence programs, the Commissioners Court of Jefferson does hereby proclaim the month of October, 2013 to be *National Domestic Violence Awareness Month* and we urge all citizens to actively participate in the scheduled activities and programs to work toward improving victim safety and holding perpetrators of domestic abuse accountable for their actions against individual victims and our society as a whole.

Signed this ____ day of _____, 2013

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the ____ day of May, 2013, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following **RESOLUTION** was adopted:

317th Judicial Family Treatment Drug Court

WHEREAS, the Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of Jefferson County, Texas that the 317th District Court be established as the Jefferson County Family Treatment Drug Court, a Family Dependency Drug Court pursuant to Texas Government Code, Chapter 121 or under former law; and

WHEREAS, the Commissioners Court of Jefferson County, Texas recognizes that this court has been operational as of the 1st day of June 2005.

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas does authorize the establishment of the 317th District Court as the Jefferson County Family Treatment Drug Court, to enable it to provide services needed by the citizens of our county.

SIGNED this ____ day of _____, 2013.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the ____ day of _____, 2013, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Proclamation was adopted:

2013 National 4-H Week

WHEREAS, The Jefferson County Commissioner's Court is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 106 years of providing experience-based education to youngsters throughout the Lone Star State; and

WHEREAS, This admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, Its more than 619,000 urban, suburban, and rural youth participants, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 56,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great; now, therefore, be it

RESOLVED, That the Jefferson County Commissioner's Court, hereby designates October 6-12, 2013 as National 4-H Week in Texas and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

SIGNED this ____ day of _____, 2013.

JUDGE JEFF R. BRANICK
 County Judge

COMMISSIONER EDDIE ARNOLD
 Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3

COMMISSIONER BRENT A. WEAVER
 Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4

**2014 Jefferson County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Jefferson County Commissioners Court has agreed that in the event of loss or misuse of the funds, Jefferson County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that Judge Jeff R. Branick is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Mary Godina is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2013.

Jeff R. Branick
County Judge

Attest:

County Clerk



Office of Court Administration
Certification of Cost Recovery Fee for E-Filing
REPORT IS DUE ANNUALLY
30 days following the last day of the county fiscal year

County: Jefferson County

This is the address where the county maintains contact and other information for the courts.

Website Address: co.jefferson.tx.us

Report Completed By:

Name:

Phone Number:

Title:

Email:

Include the beginning and ending months of the fiscal year being reported, e.g. 2013 (Oct 2012 - Sept 2013)

Certification for Fiscal Year:

In accordance with the authority set forth in Subchapter C, Chapter 72, Government Code, Section 72.031, the County will collect a fee of \$2 for each electronic filing transaction to recover the actual system operating costs incurred by the County to accept electronic payment methods or interface with other technology information systems related to eFiling of court documents.

Description	Fiscal Year Total	Cumulative Total Since Implementing eFiling Under Govt Code, Sec. 72.031
Actual dollar amount of fees collected	\$ 0.00	\$ 0.00
Actual dollar amount expended under Government Code, Sec. 72.031(c)(1)	\$ 12,996.06	\$ 12,996.06
Fees Collected Less Amounts Expended	(\$ 12,996.06)	(\$ 12,996.06)
Projected expenditures for next fiscal year	\$ 41,300.00	

Place a check mark by the following statements to indicate the county's compliance with the following provisions of Govt Code, Sec. 72.031:



The fee does not include amounts to recover employee costs, other than costs for directly maintaining the system.



The County Commissioners Court has approved the fee using the county's standard approval process for fee increases.

Learn more about **Nationwide Retirement Solutions**
plan options from your Nationwide Representative.



Nationwide®
 Retirement Solutions

Investment Specialist are registered representatives of Nationwide Investment Securities Corporation (member FINRA, in the
 only Nationwide Investment Svcs. Corporation, Nationwide, its agents and representatives, and its employees are provided by
 law and do not offer advice. Please consult with your legal advisor before making any decisions about plan matters.
 Nationwide Retirement Solutions, Inc. and Nationwide Life Insurance Company (collectively, "Nationwide") have endorsed
 this plan with the National Association of Commissioners of Insurance of Financial Institutions (National Association of
 Insurance Commissioners) and the National Association of Insurance Commissioners (NAIC). For more information about the endorsement relationships, see the fund website at www.nisr.com.

*Based on plan size.
 †Targeted investment quantity and subject to change. This is an effective annual yield.
 Investment advice services are provided by Morningstar Associates, LLC, a registered investment adviser and wholly owned
 subsidiary of Morningstar, Inc. The Morningstar name and logo are the property of Morningstar, Inc. Morningstar Associates is not
 an affiliate of Nationwide.

The underlying group variable and fixed annuity is issued by Nationwide Life Insurance Company, Columbus, OH. Contact
 financial NRC-0105420, NRC-0105425, NRC-0106420, NRC-0106425, NRC-0106420, NRC-0106425, NRC-0106420,
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**The plan options you want,
 from the plan provider you trust.**

**Introducing two new 457 deferred
 compensation options for you and
 your participants.**



Nationwide
 Retirement Solutions

Coming Soon. A plan that's right for you and your participants.



You can count on Nationwide to provide a variety of flexible 457 plan options specifically designed for plans like yours.

- Plan Sponsor fiduciary support from Morningstar Associates, LLC
- Administrative fee as low as 0%*
- Current administration fee
- Fixed account with <3.5% crediting rate**
- Fixed account with 3.5% crediting rate**
- Lineup selection from Morningstar Associates, LLC
- Current mutual funds lineup
- Charles Schwab self-directed brokerage (optional feature)
- Loans (optional feature)
- Quarterly market update from JP Morgan

NEW PLAN DESIGNS

	OPTION 1	OPTION 2	OPTION 3
Plan Sponsor fiduciary support from Morningstar Associates, LLC	✓	✓	✓
Administrative fee as low as 0%*	✓	✓	✓
Current administration fee	✓	✓	✓
Fixed account with <3.5% crediting rate**	✓	✓	✓
Fixed account with 3.5% crediting rate**	✓	✓	✓
Lineup selection from Morningstar Associates, LLC	✓	✓	✓
Current mutual funds lineup	✓	✓	✓
Charles Schwab self-directed brokerage (optional feature)	✓	✓	✓
Loans (optional feature)	✓	✓	✓
Quarterly market update from JP Morgan	✓	✓	✓

Proven dedication to the public sector

As a conservative full-service financial firm, Nationwide holds a diverse portfolio of investments and cash-flow sources. With nearly 40 years of industry experience, Nationwide Retirement Solutions has gained valuable insights into the goals of plan sponsors.

Our commitment to being a partner is proven through our plan performance:

- 18-year average plan sponsor relationship
- Case retention rate of more than 99%
- 1.5 million participant accounts
- Nearly 8,000 plans under administration
- Nearly 900 associates focused on public sector plans

Notable scores from leading ratings agencies

#100 ranking on the Fortune 500 list

All Nationwide companies on a group. Source: Fortune Magazine, May 2012.

Fifth consecutive Top 10 ranking for Most Trusted Companies for Privacy

All Nationwide companies set a group source. TRUSTe and the Partnership for the 2010.

A1

GOOD

Moody's

Investment Rating

Standard & Poor's

AAA

A+

Strong

Standard & Poor's

Investment Rating

A+

A+

Superior

A.M.B.A.

Service Quality

AAA

These ratings and rankings reflect an agency assessment of the financial strength and administrative ability of Nationwide Life Insurance Company and are subject to change at any time. They are not intended to reflect the investment expertise or financial strength of any variable securities, which is subject to market risk. Because the ratings and rankings update without change in the ratings, the dates shown reflect the most recent ratings we have received.

Nationwide Public Lineup | Release Date 3/13/2013 | 1 of 1

Morningstar Public Firm Lineup (all dates as of end of 2012)

For more information about the available investment options including all charges and expenses, please consult a fund prospectus. Fund prospectuses and additional information relating to your retirement plan can be obtained by contacting Nationwide at 1 877 677 3678 or visiting www.nationwide.com. Before investing, carefully consider the fund's investment objectives, risks, charges and expenses. The fund prospectus contains this and other important information. Read the prospectus carefully before investing.

These figures represent past performance and don't guarantee future results. Investment return, principal value and current performance fluctuate so the account value at the time of withdrawal may be higher or lower than the amount invested. For performance information current to the most recent month ended, call 1 877 677 3678.

Broad Asset Class	Name	Ticker	Morningstar Category	Total Ret		% Rank		Total Ret		% Rank		Total Ret		% Rank		Total Ret		% Rank		Total Ret Inception	Inception Date	Prospectus Gross Expense Ratio
				YTD	YTD	1Yr	1Yr	Annul'd 3 Yr	Yr	Annul'd 5 Yr	Yr	Annul'd 10 Yr	10 Yr									
US Stock	American Funds Washington Mutual R3	RWACX	Large Value	12.1	80	12.1	80	10.5	20	1.3	32	6.3	64	4.4	6/4/2002	0.96						
	Dreyfus Appreciation	DGAGX	Large Blend	10.2	92	10.2	92	11.0	13	2.3	17	6.3	63	10.5	1/18/1994	0.97						
	Nationwide S&P 500 Index Inst Svc	GRSX	Large Blend Index	15.5	45	15.5	45	10.4	25	1.2	39	6.6	49	3.2	11/21/1998	0.46						
	Fidelity Contrafund*	FCONX	Large Growth	16.3	36	16.3	36	10.7	24	2.0	35	9.7	9	12.2	5/17/1967	0.74						
	T. Rowe Price Blue Chip Gr R*	RRCGX	Large Growth	17.8	23	17.8	23	11.3	17	2.3	28	7.4	39	8.0	9/30/2002	1.28						
	Nationwide Mid Cap Market Index A	GMACX	Mid-Cap Blend	17.2	42	17.2	42	12.8	26	4.4	20	9.7	33	6.8	12/29/1999	0.71						
	Ernst Young Adams Capital SMID-Cap A	EMASX	Mid-Cap Growth	13.9	53	13.9	53	14.7	10	8.5	1	11.6	7	10.1	11/28/2003	1.32						
	Diamond Hill Small Cap A	DHSCX	Small Value	12.9	74	12.9	74	8.8	82	4.2	53	10.7	24	7	10.2	12/29/2000	1.31					
	Nationwide Small Cap Index A	GMACX	Small Blend	15.9	42	15.9	42	11.8	52	3.1	53	9.0	57	4.7	12/29/1999	0.74						
	Foreign Stock	American Funds New Perspective R3	RNPFX	World Stock	20.4	19	20.4	19	7.6	37	1.1	23	9.6	32	7.5	6/4/2002	1.12					
Nationwide International Index A		GIAX	Foreign Large Blend	18.0	53	18.0	53	3.3	65	-4.0	57	7.7	54	1.1	12/29/1999	0.75						
MFS International Diversification R3		MDIHX	Foreign Large Blend	18.2	49	18.2	49	6.6	9	-0.5	8	16.6	28	6.4	4/1/2005	1.35						
JPMorgan Emerging Mkts Eq A		JFAMX	Diversified Emerging Mkts	18.5	54	18.5	54	4.9	52	-0.7	29	16.6	28	15.7	9/28/2001	1.82						
Real Estate	Invesco Global Real Estate A	AGREX	Global Real Estate	22.7	67	22.7	67	11.6	53	0.0	56	6.0	4/29/2005	1.51								
	PIMCO Total Return A	PTTAX	Intermediate-Term Bond	9.9	14	9.9	14	7.3	35	7.9	11	6.3	13	7.0	1/13/1997	0.85						
Fixed Income	Pioneer Strategic Income A	PSRAX	MultiSector Bond	11.2	58	11.2	58	8.6	56	8.2	19	8.5	17	7.8	4/15/1999	1.06						
	PIMCO All Asset A	PASAX	World Allocation	14.9	14	14.9	14	9.8	9	6.3	5	7.6	53	7.4	4/30/2003	1.47						
Risk-Based Solutions	Nationwide Inv Dest Agrv Svc	NDASX	Large Blend	16.0	35	16.0	36	8.4	63	0.5	58	7.5	21	2.3	3/31/2000	0.87						
	Nationwide Inv Dest Mod Agrv Svc	NDMSX	Aggressive Allocation	13.8	45	13.8	46	7.9	49	1.4	37	7.0	42	2.9	3/31/2000	0.86						
	Nationwide Inv Dest Mod Svc	NSDAX	Moderate Allocation	11.0	72	11.0	72	7.1	70	2.3	54	6.2	58	3.3	3/31/2000	0.86						
	Nationwide Inv Dest Mod Csrv Svc	NSDCX	Conservative Allocation	8.1	72	8.1	72	6.1	73	3.0	70	5.4	62	3.7	3/31/2000	0.87						
	Nationwide Inv Dest Csrv Svc	NDSCX	Conservative Allocation	5.1	91	5.1	91	4.6	88	3.2	68	4.3	90	3.7	3/31/2000	0.88						
	Target Date	Nationwide Destination 2055 Inst Svc	NTDSX	Target Date 2051+	15.6	46	15.6	46	8.5	38	0.7	39	7.5	21	5.4	12/27/2010	0.61					
		Nationwide Destination 2050 Inst Svc	NWOSX	Target Date 2046-2050	15.5	46	15.5	46	8.5	38	0.6	39	7.5	21	1.1	8/30/2007	0.68					
		Nationwide Destination 2045 Inst Svc	NWNXSX	Target Date 2041-2045	15.5	46	15.5	46	8.7	30	0.6	47	7.0	21	1.0	8/29/2007	0.68					
		Nationwide Destination 2040 Inst Svc	NWVWSX	Target Date 2036-2040	15.5	31	15.5	31	8.6	34	0.7	40	7.0	42	1.1	8/30/2007	0.68					
		Nationwide Destination 2035 Inst Svc	NWWSX	Target Date 2031-2035	15.3	36	15.3	36	8.7	34	1.3	32	7.5	46	1.6	8/29/2007	0.68					
Nationwide Destination 2030 Inst Svc		NWISX	Target Date 2026-2030	14.4	35	14.4	35	8.3	46	1.5	32	7.5	46	1.9	8/29/2007	0.68						
Nationwide Destination 2025 Inst Svc		NWHSX	Target Date 2021-2025	13.6	39	13.6	39	8.0	52	1.9	30	7.0	40	2.3	8/29/2007	0.69						
Nationwide Destination 2020 Inst Svc		NWVHSX	Target Date 2016-2020	12.2	38	12.2	38	7.5	66	1.9	39	6.9	41	2.3	8/29/2007	0.69						
Nationwide Destination 2015 Inst Svc		NWVEX	Target Date 2011-2015	10.8	50	10.8	50	6.8	68	1.8	61	6.1	61	2.2	8/29/2007	0.70						
Nationwide Retirement Income Inst Svc		NWVRSX	Retirement Income	6.4	84	6.4	84	4.4	94	2.6	62	6.2	62	3.1	8/29/2007	0.71						

*Lineups cannot include both T. Rowe Price Blue Chip Growth and Fidelity Contrafund

**Gross Expense Ratio represents the total gross expenses (net expenses with waivers added back in) divided by the fund's average net assets.

If it is not equal to the net expense ratio, the gross expense ratio portrays the fund's expenses had the fund not worked a portion, or all, of its fees.

Thus, to some degree, it is an indication of fee contracts. Some fee waivers have an expiration date; other waivers are in place indefinitely.

Total return figures set forth do not reflect the deduction of any trust fees or plan recordkeeping fees that may be imposed in connection with your plan. Such fees and charges, if incurred, would lower the performance shown below. Unusually high performance may be the result of current favorable market conditions, including successful IPOs or strength of a particular market sector. This performance may not be replicated in the future.

Understanding Risks

Stock markets are volatile and can decline in response to adverse developments. Particular funds can react differently to these developments. Here is a list of some of the risks associated with the funds. For specific risks related to each fund, see the fund's prospectus.

Portfolios that invest in high-yield securities are subject to greater credit risk and price fluctuations than portfolios that invest in higher-quality securities. Investing internationally involves risks not associated with investing solely in the U.S., such as currency fluctuation, political risk, differences in accounting and the limited availability of information.

Non-diversified funds, those concentrating in a relatively small number of securities or a specific sector, may be subject to greater volatility than a more diversified investment and should be considered a vehicle for diversification and not a balanced investment program.

Stocks of small or emerging companies may have less liquidity than those of larger, established companies and may be subject to greater price volatility and risk than the overall stock market.

The Nationwide Investor Destinations Funds and target maturity funds are designed to provide diversification and asset allocation across several types of investments and asset classes, primarily by investing in underlying funds. Therefore, the gross expense ratio of the Investor Destinations Funds and target maturity funds includes a proportionate share of the applicable fees and expenses of the underlying funds. Target maturity funds are designed for people who plan to withdraw funds during or near a specific year. These funds use a strategy that reallocates equity exposure to a higher percentage of fixed investments over time. As a result, the funds become more conservative as they approach underlying funds. Therefore, the gross expense ratio of the Investor Destinations Funds includes a proportionate share of the applicable fees and expenses of the underlying funds.

Real estate investing entails the risks of the real estate business generally, including sensitivity to economic and business cycles, changing demographic patterns and government actions.

The quintile category percent ranking provided by Morningstar. This is the fund's total return percentile rank, relative to funds in the same Morningstar category in Morningstar's mutual fund universe. The highest (most favorable) percentile rank is 1 and the lowest (least favorable) percentile rank is 100. The top-performing fund in a category always receives a rank of 1.

- 1st to 25th percentile (quintile 1)
- 1st to 50th percentile (quintiles 1 and 2)
- 1st to 75th percentile (quintiles 1-3)
- 1st to 100th percentile (quintiles 1-4)

Within the reality, the actual performance figures reflect fund, fee/don't include other fees or expenses, such as a contingent deferred sales charges or any plan or participant fees, if applicable. The figures shown represent Post performance and should not be considered a representation of performance or investor experience in the future.

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Securities offered by Nationwide Investment Services Corporation, member FINRA, in all only Nationwide Investment Svc. Corporation, Nationwide Mutual Insurance Company and Affiliated Companies, Home Office Columbus, OH 43215 2220.

AMENDMENT TO LAND LEASE AGREEMENT

THIS AMENDMENT TO LAND LEASE (the "First Amendment"), is made and entered into effective this _____ day of _____, 2013, by and between Jefferson County, ("the lessor") and the William F. Scott 1991 Trust ("the lessee").

RECITALS

Whereas on November 3, 2003, HF Aircraft, LLC leased 36,000 square feet from Jefferson County for 25 years as shown in the attached lease;

Whereas on March 9, 2009, HF Aircraft, LLC assigned the remainder of the lease to William F. Scott 1991 Trust;

Whereas the parties desire to amend the lease to change the area leased by lessee, from the Lessor, thereby redefining the term, "Premises" and adjusting the rent for the Premises (as redefined).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Section 1.01 to the lease is hereby amended to read as follows:

Section 1.01 Premises. LESSOR is the owner and operator of the Jack Brooks Regional Airport ("Airport"). LESSOR hereby lets to LESSEE and LESSEE hereby leases from LESSOR the tract of land described as Tract #PHD-02, in Exhibit "A" attached, containing 36,000 sq. ft., plus an additional 18,024 sq. ft., being the land adjacent to Tract #PHD-02, comprising 54,024 sq. ft. more or less, located at the Airport; together with the right to use and enjoy all improvements thereon, whether existing or constructed or to be constructed are referred to herein as the "premises."

Section 2. Section 2.02 to the lease is hereby amended to read as follows:

Section 2.02 Term. The initial term of this lease shall be for a period of 420 calendar months (35 years), plus partial month, if any, following the commencement of the terms unless sooner terminated or extended by virtue of a provision herein. The term shall begin on the earlier of: (a) commencement of construction upon the premises by the LESSEE.

Section 2.03 Option Term, to the lease is hereby removed from the lease.

Section 3. Section 3.01 to the lease is hereby amended to read as follows:

Section 3.01 Base Rent. As rent for the demised premises and the LESSEE'S right and privileges hereunder, the LESSEE agrees to pay to the LESSOR THE SUM OF \$9,256.00 (rate of .1713/sq.ft. per year) per year during the initial term of this lease, and subject to provision of 3.03, which rental shall be paid in monthly installments, in advance, on the first day of each month, in a sum equal to 1/12 of such annual base rent. Rental installment not paid by the tenth (10th) day of the month in which due shall bear interest at the highest rate allowed by law from the date it is due until paid.

Section 4. Except as otherwise amended by this Amendment, the all other provisions of the original lease shall remain in full force and effect.

IN WITNESS WHEREOF, Lessor has executed and delivered this Amendment as of the date first mentioned above.

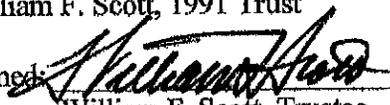
LESSOR:

JEFFERSON COUNTY, TEXAS, a
subdivision and county of the State of Texas

By: _____
Jeff Branick
County Judge

Lessee hereby executes the foregoing amendment for the purpose of binding itself to the terms of this Amendment and to the herein referenced lease.

William F. Scott, 1991 Trust

Signed:  _____
William F. Scott, Trustee

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: FRAN LEE 

SUBJECT: BUDGET TRANSFER

DATE: OCTOBER 2, 2013

The following FY 2013 budget transfer for is necessary for Voters Registration for additional cost. Please call if you have any questions.

120-1031-415-4052 Contractual Services \$50

120-1031-415-3084 Minor Equipment \$50

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: FRAN LEE 

SUBJECT: BUDGET TRANSFER

DATE: OCTOBER 2, 2013

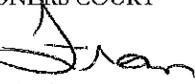
The following FY 2013 budget amendment for is necessary for Risk Management for additional cost. Please call if you have any questions.

120-1016-415-4052 Postage \$700

120-3062-423-1044 Detention Officers \$700

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: FRAN LEE 

SUBJECT: BUDGET TRANSFER

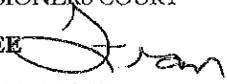
DATE: OCTOBER 2, 2013

The following FY 2013 budget amendment for is necessary for Morgue for additional cost for contractual services. Please call if you have any questions.

120-3080-421-5077	Contractual Services	\$45,000
120-3062-423-1044	Detention Officers	\$45,000

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: FRAN LEE 

SUBJECT: BUDGET TRANSFER

DATE: OCTOBER 2, 2013

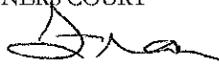
The following FY 2013 budget amendment for is necessary for Indigent Health Care for additional cost for pharmaceutical services. Please call if you have any questions.

120-5079-442-3049 Pharmaceutical Supplies \$80,000

120-3062-423-1044 Detention Officers \$80,000

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: FRAN LEE 

SUBJECT: BUDGET TRANSFER

DATE: OCTOBER 2, 2013

The following FY 2014 budget amendment is necessary for JP Pct. 6 for correction to contractual services. This line item was mistakenly omitted by department when they submitted their budget request. This line item includes copier lease payments and Accurint – search service. Please call if you have any questions.

120-2047-412-5077 Contractual Services \$2,982

120-9999-415-9999 Contingency \$2,982

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE 
SUBJECT: BUDGET TRANSFER
DATE: OCTOBER 2, 2013

The following FY 2014 budget amendment is necessary for Parks annual allocation for Mesquite Park. Please call if you have any questions.

116-0606-452-1028	Laborers	\$28,000
116-0606-452-2001	FICA	\$ 2,150
116-0606-452-2002	Employees Retirement	\$ 4,800
116-0606-452-2003	Employees Insurance	\$ 5,650
113-0302-431-1028	Laborers	\$28,000
113-0302-431-2001	FICA	\$ 2,150
113-0302-431-2002	Employees Retirement	\$ 4,800
113-0302-431-2003	Employees Insurance	\$ 5,650

**JEFFERSON
COUNTY**

Memo

To: FRAN LEE
From: JUDGE MARC DEROUEN
Date: OCTOBER 3, 2013
Re: TRANSFER FUNDS

Please transfer \$20,000.00 from (120-2043-412.10-02)
Assistants/Clerks to Extra Help (120-2043-412.10-05)

Thank you for your cooperation in this regard.

A handwritten signature in black ink, appearing to read "Marc Deroen". The signature is written in a cursive style with a long horizontal flourish at the end.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	437.35	385788	
WARREN'S DO-NUTS	84.46	385856	
			521.81**
ROAD & BRIDGE PCT.#1			
APAC, INC. - TROTTI & THOMSOM	1,430.01	385672	
CARQUEST AUTO PARTS # 96	253.73	385684	
M&D SUPPLY	44.09	385727	
MUNRO'S	810.20	385734	
SAM'S WESTERN WEAR, INC.	920.00	385756	
SMART'S TRUCK & TRAILER, INC.	1,029.56	385765	
STAR GRAPHICS SHARP	30.12	385776	
TRIANGLE CLUTCH REBLDRS.	25.00	385786	
			4,542.71**
ROAD & BRIDGE PCT.#2			
SUPERIOR TIRE & SERVICE	255.84	385669	
APAC, INC. - TROTTI & THOMSOM	1,215.90	385672	
CITY OF NEDERLAND	45.45	385689	
ENTERGY	94.57	385712	
HYDRAULIC & AIR REPAIR	277.98	385718	
MUNRO'S	53.20	385734	
OFFICE DEPOT	378.40	385740	
RITTER LUMBER CO.	120.76	385752	
ROGERS AUTO PARTS, INC.	289.13	385753	
SETZER HARDWARE, INC.	12.12	385761	
SHERWIN-WILLIAMS	48.42	385763	
STAR GRAPHICS SHARP	42.71	385776	
US FLAG & FLAGPOLE SUPPLY	272.00	385803	
LOWE'S HOME CENTERS, INC.	331.41	385834	
			3,437.89**
ROAD & BRIDGE PCT. # 3			
HILO / O'REILLY AUTO PARTS	94.52	385661	
GULF COAST AUTOMOTIVE, INC.	265.96	385711	
ENTERGY	372.88	385712	
M&D SUPPLY	124.21	385727	
MUNRO'S	12.45	385734	
SEABREEZE CULVERT, INC.	4,806.00	385759	
AT&T	69.80	385772	
STAR GRAPHICS SHARP	63.56	385776	
TRANSIT & LEVEL CLINIC	2,668.00	385785	
WEAVER, FALGOUT, & CARRUTH, INC.	1,220.14	385794	
W. JEFFERSON COUNTY M.W.D.	34.52	385795	
WHITE TIRE	380.78	385800	
MARTIN PRODUCT SALES LLC	31,438.06	385865	
ATSCO	1,044.40	385877	
B-GREENER INDUSTRIAL CLEANERS LLC	1,352.45	385900	
			43,947.73**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	642.47	385659	
BEAUMONT TROPHIES	26.50	385676	
CARQUEST AUTO PARTS # 96	117.00	385684	
CITY OF BEAUMONT - WATER DEPT.	17.09	385687	
FED EX	12.79	385703	
MUNRO'S	125.82	385734	
NAPA AUTO PARTS	47.96	385735	
OFFICE DEPOT	55.70	385740	
WASTE MGT. GOLDEN TRIANGLE, INC.	62.54	385793	
W. JEFFERSON COUNTY M.W.D.	85.06	385795	
SIERRA SPRING WATER CO. - BT	43.09	385824	
US POSTAL SERVICE	184.00	385826	
MARTIN PRODUCT SALES LLC	1,414.88	385865	
KNIFE RIVER	204.40	385871	
A-1 MACHINE & HYDRAULIC	210.00	385891	
GOLDEN TRIANGLE GLASS CO	275.00	385898	
US MOWER	65,041.20	385934	
			68,565.50**
ENGINEERING FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	43.25	385776	
WHITE REPROGRAPHICS	20.00	385799	
			63.25**
PARKS & RECREATION			
BEAUMONT TRACTOR COMPANY	164.58	385675	
CITY OF PORT ARTHUR - WATER DEPT.	55.39	385688	
ENERGY	9.48	385712	
LOUIS' YAZOO SALES & SERVICE, LLC	1,349.85	385726	
FRED MILLER STORES	45.00	385733	
W. JEFFERSON COUNTY M.W.D.	50.26	385795	
SHERRY SCHWARZNAU	300.00	385828	
LOWE'S HOME CENTERS, INC.	182.90	385834	
ATSCO	540.00	385877	
			2,697.46**
GENERAL FUND			
CASH ADVANCE ACCOUNT	1,727.93	385720	
			1,727.93*
TAX OFFICE			
CURTIS 1000, INC.	87.62	385699	
ACE IMAGEWEAR	20.38	385762	
AT&T	100.23	385772	
STAR GRAPHICS SHARP	208.10	385776	
WEST PUBLISHING CORPORATION	235.50	385797	
UNITED STATES POSTAL SERVICE	628.05	385822	
LEXISNEXIS MATTHEW BENDER	85.99	385836	
JEFFERSON COUNTY CREDIT CARDS	2,268.91	385903	
ROCHESTER ARMORED CAR CO INC	352.00	385905	
			3,986.78*
COUNTY HUMAN RESOURCES			
PINNACLE EMPLOYEE TESTING	45.00	385750	
STAR GRAPHICS SHARP	43.25	385776	
UNITED STATES POSTAL SERVICE	9.95	385822	
			98.20*
AUDITOR'S OFFICE			
SUNGARD PUBLIC SECTOR	43,938.08	385713	
OFFICE DEPOT	976.84	385740	
STAR GRAPHICS SHARP	104.19	385776	
UNITED STATES POSTAL SERVICE	106.53	385822	
			45,125.64*
COUNTY CLERK			
CASH ADVANCE ACCOUNT	18.00	385720	
UNITED STATES POSTAL SERVICE	302.37	385822	
			320.37*
COUNTY JUDGE			
CHEROKEE COUNTY CLERK	1,656.00	385697	
STAR GRAPHICS SHARP	43.25	385776	
WEST PUBLISHING CORPORATION	116.58	385797	
UNITED STATES POSTAL SERVICE	2.36	385822	
KIMBERLY PHELAN, P.C.	500.00	385858	
HARVEY L WARREN III	200.00	385899	
			2,518.19*
RISK MANAGEMENT			
STAR GRAPHICS SHARP	31.78	385776	
UNITED STATES POSTAL SERVICE	701.22	385822	
			733.00*
COUNTY TREASURER			
OFFICE DEPOT	141.95	385740	
TAC - TEXAS ASSN. OF COUNTIES	160.00	385777	
UNITED STATES POSTAL SERVICE	164.20	385822	
			466.15*
PRINTING DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
OLMSTED-KIRK PAPER	1,728.15	385741	
STAR GRAPHICS SHARP	314.11	385776	
PURCHASING DEPARTMENT			2,042.26*
FED EX	29.62	385703	
STAR GRAPHICS SHARP	43.25	385776	
UNITED STATES POSTAL SERVICE	25.31	385822	
INDEPENDENT STATIONERS	106.67	385909	
GENERAL SERVICES			204.85*
USA MOBILITY WIRELESS, INC	3.00	385658	
CASH ADVANCE ACCOUNT	1,415.00	385720	
SPINDLETOP MHMR	32,990.75	385725	
TIME WARNER COMMUNICATIONS	1,910.83	385779	
TIME WARNER COMMUNICATIONS	120.95	385781	
VELOCITY EXPRESS	201.85	385820	
CROWN CASTLE INTERNATIONAL	1,332.65	385846	
JEFFERSON COUNTY CREDIT CARDS	17.38	385903	
ROCHESTER ARMORED CAR CO INC	3,858.78	385905	
THE ARC OF GREATER BEAUMONT	5,000.00	385927	
DATA PROCESSING			46,851.19*
USA MOBILITY WIRELESS, INC	12.05	385658	
BLACK BOX CORPORATION	82.19	385677	
OFFICE DEPOT	310.68	385740	
STAR GRAPHICS SHARP	60.94	385776	
CDW COMPUTER CENTERS, INC.	76.69	385815	
SYSTEM ID	13,337.00	385854	
TIGER DIRECT.COM	28.76	385889	
JEFFERSON COUNTY CREDIT CARDS	70.52	385903	
SECURITY ENGINEERED MACHINERY CO	950.00	385937	
VOTERS REGISTRATION DEPT			14,928.83*
STAR GRAPHICS SHARP	30.12	385776	
UNITED STATES POSTAL SERVICE	190.75	385822	
ELECTIONS DEPARTMENT			220.87*
OFFICE DEPOT	984.22	385740	
STAR GRAPHICS SHARP	30.12	385776	
ELECTION SYSTEMS & SOFTWARE, INC.	2,265.55	385817	
UNITED STATES POSTAL SERVICE	5.32	385822	
ENTERPRISE RENT-A-CAR	227.94	385878	
SAM'S CLUB DIRECT	160.49	385924	
DISTRICT ATTORNEY			3,673.64*
ROBERT P. ORTEGO	453.38	385660	
MANNINGS SCHOOL SUPPLY	19.95	385729	
CREIG D. MILLER	594.96	385732	
OFFICE DEPOT	676.65	385740	
PENGAD	58.01	385744	
EDWARD SHETTLE	115.00	385764	
STAR GRAPHICS SHARP	261.30	385776	
PERRY THOMAS	115.00	385784	
STEVEN L. WIGGINS	509.21	385802	
CDW COMPUTER CENTERS, INC.	892.71	385815	
UNITED STATES POSTAL SERVICE	607.33	385822	
CHILD ABUSE & FORENSIC SERVICES	125.00	385831	
CLINT WOODS	1,066.80	385840	
RACHEL GROVE	1,057.87	385884	
JAMES E HUEBEL	42.94	385917	
TLO LLC	150.00	385933	
DISTRICT CLERK			6,746.11*
STAR GRAPHICS SHARP	51.52	385776	
UNITED STATES POSTAL SERVICE	145.46	385822	
CRIMINAL DISTRICT COURT			196.98*

NAME	AMOUNT	CHECK NO.	TOTAL
DOUGLAS M. BARLOW, ATTORNEY AT LAW	2,362.50	385674	
COURT REPORTERS CERT BOARD	210.00	385698	
BRUCE N. SMITH	650.00	385766	
STAR GRAPHICS SHARP	31.78	385776	
UNITED STATES POSTAL SERVICE	2.01	385822	
JAMES R. MAKIN, P.C.	600.00	385908	3,856.29*
58TH DISTRICT COURT			
OFFICE DEPOT	90.50	385740	
STAR GRAPHICS SHARP	31.78	385776	
UNITED STATES POSTAL SERVICE	.38	385822	122.66*
60TH DISTRICT COURT			
STAR GRAPHICS SHARP	30.12	385776	
UNITED STATES POSTAL SERVICE	13.76	385822	43.88*
136TH DISTRICT COURT			
STAR GRAPHICS SHARP	30.12	385776	
UNITED STATES POSTAL SERVICE	4.61	385822	34.73*
172ND DISTRICT COURT			
STAR GRAPHICS SHARP	31.78	385776	31.78*
252ND DISTRICT COURT			
BRUCE W. COBB	250.00	385692	
JIMMY D. HAMM	800.00	385714	
TERRENCE HOLMES	700.00	385716	
OFFICE DEPOT	288.21	385740	
NATHAN REYNOLDS, JR.	900.00	385751	
UNITED STATES POSTAL SERVICE	181.80	385822	
LANGSTON ADAMS	800.00	385838	
LUKE NICHOLS	1,300.00	385862	
SUMMER TANNER	646.80	385867	
CULLEN KIKER	800.00	385895	
JAMES R. MAKIN, P.C.	600.00	385908	7,266.81*
279TH DISTRICT COURT			
THOMAS J. BURBANK, P.C.	325.00	385682	
CDW COMPUTER CENTERS, INC.	265.33	385815	
OLEN KENNETH DODD	500.00	385914	1,090.33*
317TH DISTRICT COURT			
STAR GRAPHICS SHARP	31.78	385776	31.78*
JUSTICE COURT-PCT 1 PL 1			
TEXAS STATE UNIVERTY/SAN MARCOS	100.00	385767	
STAR GRAPHICS SHARP	51.32	385776	
UNITED STATES POSTAL SERVICE	26.06	385822	177.38*
JUSTICE COURT-PCT 1 PL 2			
STAR GRAPHICS SHARP	30.12	385776	
CDW COMPUTER CENTERS, INC.	475.60	385815	
UNITED STATES POSTAL SERVICE	718.41	385822	1,224.13*
JUSTICE COURT-PCT 2			
CLASSIC FORMS AND PRODUCTS	178.00	385844	178.00*
JUSTICE COURT-PCT 4			
TEXAS STATE UNIVERTY/SAN MARCOS	100.00	385769	
TEXAS STATE UNIVERTY/SAN MARCOS	100.00	385770	
TEXAS STATE UNIVERTY/SAN MARCOS	100.00	385771	
STAR GRAPHICS SHARP	42.71	385776	342.71*
JUSTICE COURT-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	673.40	385720	
STAR GRAPHICS SHARP	30.12	385776	
UNITED STATES POSTAL SERVICE	43.77	385822	747.29*
JUSTICE COURT-PCT 7			
TEXAS STATE UNIVERTY/SAN MARCOS	100.00	385768	100.00*
COUNTY COURT AT LAW NO.1			
JONES MCCLURE PUBLISHING, INC.	91.00	385723	
STAR GRAPHICS SHARP	30.12	385776	
UNITED STATES POSTAL SERVICE	1.54	385822	122.66*
COUNTY COURT AT LAW NO. 2			
DONALD BOUDREAUX	250.00	385679	
LINDA C. CANSLER	250.00	385683	
BRUCE W. COBB	250.00	385692	
KARLA J. M. ROGERS	250.00	385754	
UNITED STATES POSTAL SERVICE	5.38	385822	
LUKE NICHOLS	350.00	385862	1,355.38*
COUNTY COURT AT LAW NO. 3			
JOHN E. MACEY	350.00	385728	
MANNINGS SCHOOL SUPPLY	88.12	385729	
OFFICE DEPOT	991.08	385740	
KEVIN S. LAINE	300.00	385813	
JOHN D WEST	250.00	385818	
UNITED STATES POSTAL SERVICE	24.96	385822	
C. HADEN CRIBBS JR., PC	250.00	385918	2,254.16*
COURT MASTER			
STAR GRAPHICS SHARP	42.71	385776	
UNITED STATES POSTAL SERVICE	.77	385822	43.48*
MEDIATION CENTER			
NATIONAL ASSN. FOR COMMUNITY	50.00	385736	
STAR GRAPHICS SHARP	30.12	385776	
TRI-CITY COFFEE SERVICE	58.55	385788	
PRESS CLUB OF SOUTHEAST TEXAS	30.00	385812	
UNITED STATES POSTAL SERVICE	4.58	385822	
4IMPRINT, INC.	3,308.29	385827	
ASSN. FOR CONFLICT RESOLUTION	195.00	385829	
KARA HAWTHORN	815.98	385912	
TAMMY BOOKER	50.28	385926	4,542.80*
COMMUNITY SUPERVISION			
STAR GRAPHICS SHARP	136.39	385776	136.39*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	36.50	385689	
OFFICE DEPOT	1,486.34	385740	
AT&T	287.53	385772	
STAR GRAPHICS SHARP	279.27	385776	
WASTE MGT. GOLDEN TRIANGLE, INC.	65.55	385793	
UNITED STATES POSTAL SERVICE	1,148.77	385822	
TEXAS COMMISSION ON LAW ENFORCEMENT	350.00	385876	
ROD CARROLL	216.49	385892	
3 L PRINTING	50.00	385902	
JEFFERSON COUNTY CREDIT CARDS	224.98	385903	4,145.43*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	614.35	385668	
COTTON CARGO	121.50	385696	
FED EX	108.70	385703	
FISHER SCIENTIFIC	2,729.85	385704	

NAME	AMOUNT	CHECK NO.	TOTAL
M&D SUPPLY	167.36	385727	
OFFICE DEPOT	866.68	385740	
COLE PALMER INSTRUMENT CO.	376.98	385742	
HENRY SCHEIN, INC.	377.40	385758	
SEROLOGICAL RESEARCH INSTITUTE	73.59	385760	
STAR GRAPHICS SHARP	42.71	385776	
ULINE SHIPPING SUPPLY SPECIALI	174.27	385789	
CDW COMPUTER CENTERS, INC.	271.22	385815	
UNITED STATES POSTAL SERVICE	14.18	385822	
MIRELES TECHNOLOGIES, INC.	428.00	385835	
TECHSCAN INC	510.00	385857	
JEFFERSON COUNTY CREDIT CARDS	365.00	385903	
INDUSTRIAL & COMMERCIAL MECHANICAL	3,973.00	385923	
JOSLYNN GEIS	50.00	385940	
JAIL - NO. 2			11,264.79*
HILO / O'REILLY AUTO PARTS	103.13	385661	
W.W. GRAINGER, INC.	204.57	385709	
ENTERGY	43,557.59	385712	
M&D SUPPLY	69.35	385727	
PETTY CASH - SHERIFF'S OFFICE	596.87	385746	
AT&T	917.45	385772	
STAR GRAPHICS SHARP	522.75	385776	
WHOLESALE ELECTRIC SUPPLY CO.	24.09	385801	
INDUSTRIAL & COMMERCIAL MECHANICAL	164.61	385923	
JUVENILE PROBATION DEPT.			46,160.41*
USA MOBILITY WIRELESS, INC	48.20	385658	
J WALTER BORDAGES JR PHD	295.00	385678	
G. FRAN HUDGINS	1,037.00	385717	
CASH ADVANCE ACCOUNT	581.54	385720	
OFFICE DEPOT	901.96	385740	
LARONDA TURNER	81.93	385743	
STAR GRAPHICS SHARP	91.06	385776	
CHERYL ROEBUCK	135.60	385804	
DENNIS COPELAND	120.34	385805	
UNITED STATES POSTAL SERVICE	31.07	385822	
SHANNA CITIZEN	48.03	385837	
SHARON STREETMAN	53.11	385861	
KESHA NIXON	84.18	385863	
NISHA AMIN	1,200.00	385875	
BRIA LYNCH	22.61	385881	
LATISHA STEELE	81.93	385931	
VICTOR CANTU	29.38	385941	
JUVENILE DETENTION HOME			4,842.94*
ALL STAR PLUMBING	818.65	385670	
LABATT FOOD SERVICE	3,771.26	385673	
GOLD CREST ELECTRIC CO., INC.	3,071.41	385708	
ENTERGY	9,252.34	385712	
OFFICE DEPOT	673.55	385740	
SANITARY SUPPLY, INC.	1,168.44	385757	
AT&T	662.02	385772	
STANLEY STEEMER CARPET CLEANING	512.20	385773	
WASTE MGT. GOLDEN TRIANGLE, INC.	495.21	385793	
JOHN C. WHITE, D.D.S.	150.00	385798	
OAK FARM DAIRY	436.80	385811	
LOWE'S HOME CENTERS, INC.	190.19	385834	
CHARMTEX INC.	1,687.10	385845	
FLOWERS FOODS	113.90	385847	
KAREN ROBERTS	200.00	385888	
NES RENTALS	639.55	385897	
BROTHERS PRODUCE	389.42	385915	
CONSTABLE PCT 1			24,232.04*
UNITED STATES POSTAL SERVICE	19.19	385822	
CONSTABLE-PCT 2			19.19*

NAME	AMOUNT	CHECK NO.	TOTAL
TASER INTERNATIONAL	196.56	385852	196.56*
CONSTABLE-PCT 6			
STAR GRAPHICS SHARP	30.12	385776	
UNITED STATES POSTAL SERVICE	32.24	385822	
BARNES & NOBLE	1,497.00	385841	1,559.36*
CONSTABLE PCT. 8			
CODE BLUE	371.00	385848	371.00*
COUNTY MORGUE			
A1 FILTER SERVICE COMPANY	23.60	385916	
FMMS HOLDINGS OF TEXAS LLC	57,300.00	385921	57,323.60*
AGRICULTURE EXTENSION SVC			
STAR GRAPHICS SHARP	60.94	385776	
EMILEE BEAN	30.00	385939	90.94*
HEALTH AND WELFARE NO. 1			
USA MOBILITY WIRELESS, INC	22.82	385658	
CITY OF BEAUMONT	40.00	385671	
BROUSSARD'S MORTUARY	1,500.00	385680	
CLAYBAR FUNERAL HOME, INC.	2,484.00	385690	
GRAMMIER-OBERLE FUNERAL HOME	211.66	385710	
PETTY CASH - N C WELFARE	71.96	385747	
STAR GRAPHICS SHARP	60.94	385776	
TEXAS DEPT OF PUBLIC SAFETY	25.00	385783	
AUSTIN CECIL WALKES MD PA	3,245.08	385792	
UNITED STATES POSTAL SERVICE	58.44	385822	
HEB FOOD DRUG	75.00	385928	7,794.90*
HEALTH AND WELFARE NO. 2			
USA MOBILITY WIRELESS, INC	7.69	385658	
BROUSSARD'S MORTUARY	1,240.00	385681	
CLAYBAR FUNERAL HOME, INC.	1,968.00	385691	
GABRIEL FUNERAL HOME, INC.	1,400.00	385706	
OFFICE DEPOT	1,152.51	385740	
PHYSICIAN SALES & SERVICE, INC.	71.86	385749	
STAR GRAPHICS SHARP	73.37	385776	
AUSTIN CECIL WALKES MD PA	3,245.08	385792	
VICKIE MCINTYRE	236.17	385806	
TEXAS GAS SERVICE	21.61	385843	9,416.29*
NURSE PRACTITIONER			
OFFICE DEPOT	85.05	385740	
STAR GRAPHICS SHARP	30.12	385776	
WASTE MGT. GOLDEN TRIANGLE, INC.	68.12	385793	
SIERRA SPRING WATER CO. - BT	26.81	385823	210.10*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	557.90	385830	
J.C. PENNEY'S	350.85	385832	
SEARS COMMERCIAL CREDIT	150.00	385833	1,058.75*
ENVIRONMENTAL CONTROL			
OFFICE DEPOT	197.15	385740	
AT&T	29.46	385772	226.61*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	22,794.05	385935	22,794.05*
EMERGENCY MANAGEMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
SABINE NECHES CHIEFS ASSOCIATION	250.00	385755	250.00*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	75.15	385655	
JOHNSTONE SUPPLY	248.91	385664	
CINTAS, INC.	200.06	385686	
CITY OF BEAUMONT - WATER DEPT.	231.22	385687	
JOHNSON SUPPLY	124.66	385722	
M&D SUPPLY	68.16	385727	
MANNINGS SCHOOL SUPPLY	17.70	385729	
OFFICE DEPOT	319.27	385740	
AT&T	261.36	385772	
STAR GRAPHICS SHARP	30.12	385776	
TEXAS DEPT OF LICENSING &	20.00	385782	
WASTE MGT. GOLDEN TRIANGLE, INC.	1,889.08	385793	3,485.69*
MAINTENANCE-PORT ARTHUR			
A&B OUTDOOR EQUIPMENT	250.60	385657	
GUARDIAN FORCE	113.00	385663	
ALL-PHASE ELECTRIC SUPPLY	1,091.76	385694	
SANITARY SUPPLY, INC.	514.69	385757	
AT&T	1,218.78	385772	
STAR GRAPHICS SHARP	61.90	385776	
SOLAR	275.65	385825	
LOWE'S HOME CENTERS, INC.	339.85	385834	
TEXAS GAS SERVICE	273.09	385842	
PETROLEUM SOLUTIONS, INC.	157.25	385849	
PARKER LUMBER	325.91	385901	
DALE'S POOLS	147.71	385930	4,770.19*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	42.25	385689	
CONN'S APPLIANCES & PART	599.99	385693	
ENTERGY	461.18	385712	
SHERWIN-WILLIAMS	911.31	385763	
STAR GRAPHICS SHARP	31.78	385776	
W. JEFFERSON COUNTY M.W.D.	74.09	385795	
MELANCON'S FUNERAL HOME	355.20	385907	2,475.80*
SERVICE CENTER			
CLASSIC CHEVROLET	96.86	385656	
A-LINE FRONT END & BRAKE	536.77	385667	
KINSEL FORD, INC.	386.36	385724	
M&D SUPPLY	1,211.76	385727	
PHILPOTT MOTORS, INC.	5,376.90	385748	
STAR GRAPHICS SHARP	30.12	385776	
TRI-CON, INC.	5,847.93	385787	
ORANGE COUNTY ASSOCIATION FOR	315.00	385807	
S.E. TEXAS AUTO EQUIPMENT	235.57	385809	
VIN'S PAINT & BODY, INC.	3,103.53	385814	
PETROLEUM TRADERS CORPORATION	21,030.51	385819	
BUMPER TO BUMPER	148.67	385851	
AIRPORT GULF TOWING LLC	95.00	385859	
ROBERT'S TEXACO XPRESS LUBE	304.50	385882	
AMERICAN TIRE DISTRIBUTORS	785.89	385883	
UNIFIRST HOLDINGS INC	17.20	385896	
GOLDEN TRIANGLE GLASS CO	245.00	385898	
SPANKY'S WRECKER SERVICE INC	85.00	385922	39,852.57*
VETERANS SERVICE			
CASH ADVANCE ACCOUNT	1,180.43	385720	
STAR GRAPHICS SHARP	74.49	385776	
UNITED STATES POSTAL SERVICE	31.27	385822	
HILARY GUEST	366.36	385839	1,652.55*
			397,737.39**
MOSQUITO CONTROL FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
ACTION OIL SERVICE, INC.	50.00	385662	
SUPERIOR TIRE & SERVICE	24.64	385669	
CITY OF NEDERLAND	42.90	385689	
DERRICK OIL	2,083.11	385700	
FALCON CREST AVIATION SUPPLY, INC.	1,877.87	385702	
W.W. GRAINGER, INC.	202.45	385709	
M&D SUPPLY	18.09	385727	
MID-COUNTY ALTERNATOR	125.00	385731	
MUNRO'S	98.95	385734	
AT&T	29.46	385772	
STAR GRAPHICS SHARP	30.12	385776	
TIME WARNER COMMUNICATIONS	73.55	385778	
TEX-AIR PARTS, INC	792.04	385853	
HARTWIG AIRCRAFT FUEL CELL REPAIR	172.92	385885	
PARKER LUMBER	188.62	385901	
TARGET SPECIALTY PRODUCTS	25,876.80	385913	
SCHEAFFER MFG CO	393.18	385936	
			32,079.70**
FAMILY GROUP CONFERENCING			
STAR GRAPHICS SHARP	31.78	385776	
			31.78**
J.C. FAMILY TREATMENT CT.			
BEAUMONT OCCUPATIONAL SERVICE, INC.	398.50	385830	
			398.50**
SECURITY FEE FUND			
TASER INTERNATIONAL	702.06	385852	
			702.06**
LAW LIBRARY FUND			
YVONNE COOPER	150.00	385695	
JAMES PUBLISHING, INC.	87.94	385719	
WEST PUBLISHING CORPORATION	7,258.43	385797	
LEXISNEXIS MATTHEW BENDER	3,394.82	385836	
WOLTERS KLUWER LAW & BUSINESS	776.00	385911	
			11,667.19**
EMPG GRANT			
JEFFERSON COUNTY CREDIT CARDS	985.45	385903	
			985.45**
JUVENILE TJPC-A-2012-123			
USA MOBILITY WIRELESS, INC	19.74	385658	
TJJD	17,925.71	385919	
			17,945.45**
JUVENILE PROB & DET. FUND			
TJJD	1,143.34	385919	
			1,143.34**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	283.28	385720	
UNITED STATES POSTAL SERVICE	118.10	385822	
ABSHIRE INTERPRETING SERVICES	110.00	385874	
JCCSC	278.00	385906	
SAM'S CLUB DIRECT	124.28	385924	
			913.66**
JEFF. CO. WOMEN'S CENTER			
USA MOBILITY WIRELESS, INC	16.38	385658	
OFFICE DEPOT	549.91	385740	
STAR GRAPHICS SHARP	31.78	385776	
BURT WALKER PARTNERS, LTD	4,500.00	385791	
			5,098.07**
COMMUNITY CORRECTIONS PRG			
CASH ADVANCE ACCOUNT	52.00	385720	
STAR GRAPHICS SHARP	47.38	385776	
			99.38**
DRUG DIVERSION PROGRAM			

NAME	AMOUNT	CHECK NO.	TOTAL
MARKET BASKET	65.22	385730	
STAR GRAPHICS SHARP	47.38	385776	
COUNTY CLERK - RECORD MGT			112.60**
AT&T	110.72	385772	
CDW COMPUTER CENTERS, INC.	1,314.56	385815	
DRUG INTERVENTION COURT			1,425.28**
LAND MANOR, INC.	1,480.00	385816	
REDWOOD TOXICOLOGY LABORATORY	214.00	385868	
COUNTY RECORDS MANAGEMENT			1,694.00**
UNITED STATES POSTAL SERVICE	1.52	385822	
LINDA MCMAHEN	436.30	385860	
RONALD D ELLINGTON	450.76	385866	
LES MCMAHEN	245.96	385879	
RAMONA HUTCHINSON	64.00	385920	
FAMILY PROTECTION FEE FND			1,198.54**
CASA	6,000.00	385685	
GARTH HOUSE	6,000.00	385707	
JEFFERSON CTY. VICTIM'S ASSISTANCE	6,000.00	385850	
DEPUTY SHERIFF EDUCATION			18,000.00**
LEADERSHIP SOUTHEAST TEXAS	750.00	385810	
CONST. PCT 1 EDUCATION			750.00**
CASH ADVANCE ACCOUNT	750.90	385720	
TAX OFFICE AUTO DEALER			750.90**
HERNANDEZ OFFICE SUPPLY, INC.	7,901.20	385715	
WHOLESALE ELECTRIC SUPPLY CO.	945.65	385801	
LOWE'S HOME CENTERS, INC.	89.97	385834	
HOTEL OCCUPANCY TAX FUND			8,936.82**
CITY OF BEAUMONT - WATER DEPT.	252.14	385687	
JOHNSON'S WHOLESALE FLORIST, INC.	89.70	385721	
M&D SUPPLY	518.53	385727	
TIME WARNER COMMUNICATIONS	100.52	385780	
TRI-CITY COFFEE SERVICE	67.10	385788	
UNITED PARCEL SERVICE	18.84	385790	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	385793	
UNITED STATES POSTAL SERVICE	1.38	385822	
KATHI HUGHES	9.00	385864	
LORI PARKER	146.34	385869	
LA RUE ROUGEAU	62.15	385870	
LANDSCAPER'S WHOLESALE MARKET	107.80	385910	
SAM'S CLUB DIRECT	67.08	385924	
MATERA PAPER COMPANY INC	567.17	385932	
DISTRICT CLK RECORDS MGMT			2,086.87**
STAR GRAPHICS SHARP	86.50	385776	
CAPITAL PROJECTS FUND			86.50**
CARROLL & BLACKMAN, INC.	660.83	385665	
CARROLL & BLACKMAN, INC.	1,304.33	385666	
HERNANDEZ OFFICE SUPPLY, INC.	500.00	385715	
TOM-MAC INC	298,260.60	385893	
AIRPORT FUND			300,725.76**
CINTAS, INC.	32.51	385686	
CITY OF NEDERLAND	841.74	385689	

NAME	AMOUNT	CHECK NO.	TOTAL
EASTEX RUBBER & GASKET	46.21	385701	
FED EX	27.18	385703	
GCR BEAUMONT TRUCK TIRE CENTER	366.90	385705	
MID-COUNTY ALTERNATOR	125.00	385731	
OFFICE DEPOT	133.59	385740	
SABINE NECHES CHIEFS ASSOCIATION	250.00	385755	
SHERWIN-WILLIAMS	57.88	385763	
STAR GRAPHICS SHARP	72.83	385776	
TRI-CON, INC.	1,540.45	385787	
TRI-CITY COFFEE SERVICE	253.75	385788	
NEDERLAND HARDWARE SUPPLY	7.80	385796	
GARSITE	517.00	385808	
HERBERT "DUKE" YOUMANS	90.00	385855	
HLAVINKA EQUIPMENT COMPANY	12,833.50	385872	
ASCENT AVIATION GROUP INC	146,072.93	385880	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	162.50	385886	
LAMAR ADVERTISING	1,148.00	385890	
INTERSTATE ALL BATTERY CENTER - BMT	152.95	385894	
UNIFIRST HOLDINGS INC	81.47	385896	
NEDERLAND EDC	7,100.00	385925	
ADVANCE AUTO PARTS	46.95	385929	
RELADYNE	658.01	385938	
			172,619.15**
SE TX EMP. BENEFIT POOL			
MEDCO HEALTH SOLUTIONS INC	238,141.07	385873	
GROUP ADMINISTRATIVE CONCEPTS INC	89,091.68	385904	
			327,232.75**
LIABILITY CLAIMS ACCOUNT			
ACTION RESTORATION INC.	17,581.60	385887	
			17,581.60**
MARINE DIVISION			
NEDERLAND HARDWARE SUPPLY	165.98	385796	
JEFFERSON COUNTY CREDIT CARDS	211.83	385903	
			377.81**
			1,446,156.90***



QUOTATION

Quote #: 663132650
Customer #: 005390479
Contract #: 42AFU
Customer Agreement #: DIR SDD-1951
Quote Date: 09/13/2013
Customer Name: JEFFERSON COUNTY

Date: 9/13/2013

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: MIGUEL A GAONA **PHONE:** 1800 - 4563355
Email Address: Miguel_Gaona@DELL.com **Phone Ext:** 80000

GROUP: 1 QUANTITY: 16 SYSTEM PRICE: \$233.99 GROUP TOTAL: \$3,743.84

Description	Quantity
DELL UltraSharp U2312HM 23" Monitor, 23.0 Inch VIS, Widescreen, VGA/ DVI/ DP, Customer Install (320-2807)	16
Thanks for Choosing Dell (465-5066)	16
3YR Limited Warranty Monitor, Advanced Exchange (986-4872)	16

***Total Purchase Price:** **\$3,743.84**
Product Subtotal: \$3,743.84
Tax: \$0.00
Shipping & Handling: \$0.00
State Environmental Fee: \$0.00
Shipping Method: LTL 5 DAY OR LESS
 (* Amount denoted in \$)

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors. Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

This proposal is not intended to create a contractual relationship. Unless expressly agreed otherwise in a writing signed by the parties, all orders by JEFFERSON COUNTY for Dell products and services shall be subject to Dell's Terms and Conditions of Sale-Direct, which can be found at www.dell.com/terms, and which incorporate Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. Please read those terms carefully and in their entirety, and note in particular that Dell EqualLogic and EqualLogic-branded products, Dell|EMC and EMC-branded products, PowerVault ML6000 tape libraries, non-Dell-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time. Orders also shall be subject to the terms of any applicable service contract (s), which can be found at www.dell.com/servicecontracts.

All information supplied to JEFFERSON COUNTY for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. (NASDAQ: DELL) listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.



QUOTATION

Quote #: 664553807
Customer #: 005390479
Contract #:
Customer Agreement #:
Quote Date: 10/01/2013
Customer Name: JEFFERSON COUNTY

Date: 10/1/2013

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: MEGAN M CLARK **PHONE:** 1800 - 4563355
Email Address: Megan.Clark@Dell.com **Phone Ext:** 7254349

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$6,346.68 GROUP TOTAL: \$6,346.68

Description	Quantity
PV114X, LTO4, 2 drive (224-7643)	1
6Gb SAS HBA, Dual Port (342-1091)	1
Qty 2, SAS, 6Gb,EXT,CBL,2MTR (330-8772)	1
PV114X, 2/4 Post, 1U/2U Static Rail Kit, No CMA (332-1371)	1
Dell ProSupport Plus. For tech support, visit www.dell.com/prosupport/regionalcontacts (951-2015)	1
ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended (953-0956)	1
ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (953-0961)	1
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (953-0967)	1
Dell Hardware Limited Warranty Initial Year (994-1107)	1
Dell Hardware Limited Warranty Extended Year (994-1108)	1
Proactive Maintenance Service Declined (926-2979)	1
Tape Media for LTO4-120 tape 800GB/1.6TB, 20 Pack (341-4628)	1

SOFTWARE & ACCESSORIES

GROUP TOTAL: \$971.09

Product	Quantity	Unit Price	Total
LTO4-120 Tape Labels, 1 to 60 Customer Install (310-9364)	1	\$39.19	\$39.19
GOVT UPG-C BACKUP EXEC 2012 SVR WIN PER SVR BNDL LICS BS ESSEN (A5835681)	1	\$465.95	\$465.95
GOVT UPG-V BACKUP EXEC 2012 OPTN LIBRARY EXPAN BNDL BS ESSEN (A5835642)	1	\$465.95	\$465.95

***Total Purchase Price:** **\$7,347.76**
Product Subtotal: \$7,317.77
Tax: \$0.00
Shipping & Handling: \$29.99
State Environmental Fee: \$0.00
Shipping Method: LTL 5 DAY OR LESS

(* Amount denoted in \$)

225

Statement of Conditions

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About Dell

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Privacy Policy

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Joleen E. Fregia
Chief Deputy
E-Mail
joleen@co.jefferson.tx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tfunchess@co.jefferson.tx.us

October 2, 2013

Judge Jeff R. Branick and
 Commissioners Court
 Jefferson County Courthouse
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of September 30, 2013, including interest earnings.

The weighted average yield to maturity on the County's investments is .715%. The interest rate on funds invested in an investment account at Wells Fargo is currently .15%.

The 90 day Treasury interest rate on September 30, 2013 was .02% and the interest on your checking accounts for the month of September was .210%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda October 7, 2013, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO
 Enclosure

Agenda should read:

Receive and File Investment Schedule for September, 2013, including the year to date total earnings on County funds.

JEFFERSON COUNTY MONTH END SEPTEMBER 30, 2013 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXPT. YIELD	MATURITY DATE	CALL DATE	# Days to Mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon Paid TO DATE	BOOK VALUE ACCRUED INT.
POOLED CASH ACCOUNT	01-Sep-13		\$7,652.17		100	30-Sep-13	NONE	30	30	7580310386	WELLS FARGO	\$7,652.17				\$7,652.17
CDs and Securities																
FNMA .52%	24-Dec-12	\$2,000,000.00	\$2,000,000.00	100	0.620%	24-Dec-15	24-Dec-13	815	1096	3136GOS18	COASTAL SECURITIES	\$1,997,200.00	\$99.86	\$2,802.22	\$5,200.00	\$2,000,002.22
FNMA .60%	04-Mar-13	\$2,000,000.00	\$2,000,000.00	100	0.600%	04-Mar-18	04-Sep-13	886	1096	3136GQJG4	MORGAN STANLEY	\$1,995,400.00	\$99.77	\$800.00	\$6,000.00	\$1,996,300.00
FNMA .48%	30-Oct-12	\$1,000,000.00	\$1,000,000.00	100	0.480%	30-Oct-15	30-Apr-13	780	1095	3136GQGR7	MORGAN STANLEY	\$999,400.00	\$99.94	\$1,929.44	\$2,300.00	\$1,001,329.44
FNMA .50%	28-Aug-13	\$2,000,000.00	\$2,000,000.00	100	0.600%	28-Jan-16	28-Jan-15	890	1095	3134G3B83	MORGAN STANLEY	\$1,994,000.00	\$99.70	\$1,750.00	\$5,000.00	\$1,999,750.00
FNMA .50%	28-Aug-13	\$2,000,000.00	\$2,000,000.00	100	0.600%	28-Aug-16	28-Feb-14	1061	1096	3136G1T41	COASTAL SECURITIES	\$2,002,600.00	\$100.13	\$1,750.00	\$0.00	\$2,004,350.00
FNMA .55%	28-Feb-13	\$2,000,000.00	\$2,000,000.00	100	0.550%	28-Feb-16	26-Aug-13	879	1095	3136B2A03	COASTAL SECURITIES	\$1,997,000.00	\$99.86	\$1,099.44	\$5,500.00	\$1,998,099.44
FNMA .50%	20-Jun-13	\$2,000,000.00	\$2,000,000.00	100	0.500%	20-Jun-16	20-Dec-13	994	1096	3136B3ED9	COASTAL SECURITIES	\$1,990,800.00	\$99.54	\$2,805.66	\$0.00	\$1,993,605.66
FNMA .75%	26-Jun-13	\$2,000,000.00	\$2,000,000.00	100	0.750%	24-Jun-16	25-Jul-13	986	1096	3136B3J77	COASTAL SECURITIES	\$1,999,200.00	\$99.96	\$4,000.00	\$0.00	\$2,003,200.00
FNMA .82%	08-Jul-13	\$1,000,000.00	\$1,000,000.00	100	0.820%	08-Jul-16	08-Jan-14	1012	1096	3136G1FN3	WELLS SECURITIES	\$1,001,200.00	\$100.12	\$1,890.66	\$0.00	\$1,003,090.66
FNMA .85%	16-Jul-13	\$2,000,000.00	\$2,000,000.00	100	0.850%	15-Jul-16	15-Jan-14	1019	1096	3134G4BQ0	WELLS SECURITIES	\$2,003,400.00	\$100.17	\$3,888.89	\$0.00	\$2,007,288.89
FNMA 1.05% (NEW)	18-Sep-13	\$2,000,000.00	\$2,000,000.00	100	1.050%	22-Jul-16	22-Jul-14	1026	1096	3134G4BY3	COASTAL SECURITIES	\$2,007,800.00	\$100.39	\$3,833.33	\$0.00	\$2,011,633.33
ICD-Sovereign Bk. 75%*	28-Aug-12	\$248,000.00	\$248,000.00	100	0.750%	29-Aug-14	19-Mar-14	1085	1096	3136G1UF4	COASTAL SECURITIES	\$1,998,000.00	\$99.90	\$700.00	\$0.00	\$1,998,700.00
			\$248,000.00					333	730	84803M2L9	WELLS SECURITIES	\$248,000.00	\$100.00	\$168.16	\$1,995.09	\$248,168.16
														\$27,187.80		
INVESTMENT ACCT		TOTAL PAR	\$7,652.17	AMT. INVESTED	WEIGHTED AVG. YLD	TREAS. RATE		WEIGHTED AVG.		MATURITY		TOTAL MARKET VALUE				TOTAL BOOK VALUE
CDs and Securities		\$22,248,000.00	\$22,248,000.00	0.716%	0.462%		947	DAYS				\$22,234,000.00				\$22,234,000.00
TOTALS ALL ACCTS:		\$22,255,652.17	\$22,255,652.17									\$22,241,652.17				\$22,258,838.77

PLEDGE COLLATERAL REPORT WELLS FARGO ALL COUNTY FUNDS AS OF SEPTEMBER 30, 2013

This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.029 The Public Funds Investment Act. The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.

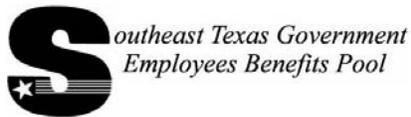
Shari Linn

The Treasurer, Jefferson County Investment Officer

SEPTEMBER 2013 JEFFERSON COUNTY INVESTMENT MATURITIES MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	COUPON
POOLED CASH ACCOUNT												
ICD-Allw Bk. 75%*	01-Aug-13	\$7,652.17	\$7,652.17		0.080%	31-Aug-13		31	7580310386	WELLS FARGO	\$0.64	
ICD-Allw Bk. 75%*	08-Sep-11	\$248,000.00	\$248,000.58	100	0.750%	08-Sep-13		728	00205Q1H6	WELLS SECURITIES	\$952.92	MATURED
ICD-Gold Sachs 80%*	08-Sep-11	\$248,000.00	\$248,032.61	100	0.800%	08-Sep-13		728	3814284K8	WELLS SECURITIES	\$1,018.46	MATURED
ICD-Diobovr Bk. 80%*	08-Sep-11	\$248,000.00	\$248,032.61	100	0.900%	08-Sep-13		728	254670138	WELLS SECURITIES	\$1,016.46	MATURED
ICD-DIT Bk. 1.00%*	28-Sep-11	\$248,000.00	\$248,000.00	100	1.000%	27-Sep-13		730	17284AZG6	WELLS SECURITIES	\$1,243.40	MATURED
ICD-Stra Bk. 80%*	30-Sep-11	\$248,000.00	\$248,010.87	100	0.800%	30-Sep-13	None	731	7868609B4	WELLS SECURITIES	\$1,011.02	MATURED
FNMA .80%	04-Mar-13	\$2,000,000.00	\$2,000,000.00	100	0.800%	04-Mar-16	04-Sep-13	42433	3136GQJG4	MORGAN STANLEY	\$6,000.00	COUPON
CHECKING INTEREST												
POOLED CASH ACCT					0.210%					WELLS FARGO	\$10,588.94	\$11,240.89
OTHER COUNTY ACCTS					0.210%					WELLS FARGO	\$678.16	
TAX LICENSE ACCT					0.216%					WELLS FARGO	\$95.49	\$11,390.69
TOTAL		\$3,247,652.17	\$3,247,758.94								\$22,571.48	\$22,571.48

FISCAL YEAR 2012-2013			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	0.09%	\$22,281.64	0.284%
NOVEMBER	0.10%	\$24,908.36	0.250%
DECEMBER	0.08%	\$17,016.00	0.248%
JANUARY	0.06%	\$22,414.19	0.244%
FEBRUARY	0.11%	\$21,737.82	0.236%
MARCH	0.08%	\$29,288.28	0.227%
APRIL	0.06%	\$29,085.18	0.230%
MAY	0.04%	\$23,398.40	0.218%
JUNE	0.04%	\$22,628.54	0.219%
JULY	0.04%	\$20,636.55	0.218%
AUGUST	0.03%	\$28,102.85	0.216%
SEPTEMBER	0.02%	\$22,571.48	0.210%
ANNUAL TOTALS		\$ 284,069.29	



September 24, 2013

Jefferson County Commissioners' Court
 1149 Pearl Street
 Beaumont, Texas 77701

Honorable Judge Jeff Branick and Commissioners' Court:

On behalf of the Southeast Texas Government Employee Benefits Pool Board of Trustees, I am pleased to present 2014 renewal rates for your current employee benefits through the risk pool. We are proud of the partnerships we have developed with the groups in the pool and are determined to continue to meet your employees' needs for high quality benefits while managing costs.

MEDICAL PLAN OPTIONS

The following rates reflect a 5% increase for Active Employees. Jefferson County currently offers Plan 333 to its active employees.

	Medical Plan 333 (Active Employees)
Employee only	\$522.54
Employee & Child	\$1,058.42
Employee & Spouse	\$1,202.16
Family	\$1,378.23

The following rates reflect a 5% increase for Retirees under 65 years of age. Jefferson County currently offers Plan 333 to its retirees.

	Medical Plan 333 (Retirees)
Retiree only	\$915.67
Retiree & Child	\$1,854.74
Retiree & Spouse	\$2,106.60
Family	\$2,415.16
Spouse Only	\$1,190.92
Child Only	\$939.06

Jefferson County

Page 2

DENTAL PLAN OPTIONS

The following rates reflect no change for 2014.

	Dental High Plan	Dental Basic Plan
Employee only	\$25.36	\$17.00
Employee & Child	\$54.62	\$35.55
Employee & Spouse	\$54.62	\$35.55
Family	\$92.85	\$54.89

LIFE INSURANCE AND LONG TERM DISABILITY INSURANCE

Basic Life, Supplemental Life and Long Term Disability rates will not change for 2014.

Age 65 & Over Retiree Benefits

There is a 5.5% overall rate increase for the Age 65 & Over Retiree Benefits offered through Group Administrative Concepts, which includes the Hartford Medicare Supplement and Express Scripts drug coverage (from \$272.20 to \$287.20 per member per month).

In accordance with your Interlocal Participation Agreement, your agreement will automatically renew effective January 1, 2014, unless written notice of the intent to terminate the agreement is received sixty (60) days prior to the renewed term.

If you have any questions concerning the benefits, rate changes, or if there is anything else we can help you with, please don't hesitate to give us a call. We will be happy to assist in any way we can.

Sincerely,

Kim Isaacs
Administrator

CC: Patrick Swain, Chairperson

Special, October 07, 2013

There being no further business to come before the Court at this time,
same is now here adjourned on this date, October 07, 2013