

SPECIAL, 8/25/2014 1:30:00 PM

BE IT REMEMBERED that on August 25, 2014, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

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

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
August 25, 2014

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
August 25, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **25th** day of **August 2014** 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: Eddie Arnold, Commissioner, Precinct One

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

PURCHASING:

1. Approve Specifications for Request for Proposals (RFP 14-038/KJS) Developmental Proposals for a Multi-Sports Training Facility located at Ford Park.

SEE ATTACHMENTS ON PAGES 10 - 40

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

2. Receive and file bids for (IFB 14-032/JW), Term Contract for Paper Stock & Envelopes for Jefferson County.

SEE ATTACHMENTS ON PAGES 41 - 140

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

3. Consider and approve, execute, receive and file a renewal for (IFB 13-016/JW), Term Contract for Disaster and Emergency Repair, Service, and Installation of Electrical Services for Jefferson County with Gold Crest Electric Company, Inc. and Ledet Electrical Services for the first additional one (1) year renewal from September 8, 2014 to September 7, 2015.

SEE ATTACHMENTS ON PAGES 141 - 142

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

4. Consider and approve award, execute, receive and file a lease agreement for (IFB 14-028/JW), Lease of 217.892 Acres at Section 263, Abstract No. 358 (Hunting Lease) with Robert A. Hoyt at \$2,222.22 per year.

SEE ATTACHMENTS ON PAGES 143 - 145

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

*Notice of Meeting and Agenda and Minutes
August 25, 2014*

5. Consider and approve, execute, receive and file a Professional Service Agreement (PROF 14-039KJS) Phase II MS4 Storm Water Permit Implementation Services with Carroll & Blackman, Inc. in the amount of \$13,858.83.

SEE ATTACHMENTS ON PAGES 146 - 148

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

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

SEE ATTACHMENTS ON PAGES 149 - 150

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

7. Consider and possibly approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) to be auctioned by Horn's Auction Inc. The auction is scheduled for Saturday September 6, 2014 at 9:00 A.M.

SEE ATTACHMENTS ON PAGES 151 - 152

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

COUNTY AIRPORT:

8. Consider and possibly authorize the County Judge to execute a lease amendment to the Hotard Coaches, Inc Rental Agreement.

SEE ATTACHMENTS ON PAGES 153 - 155

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

ADDENDUMS

9. Consider, possibly approve, and authorize the County Judge to execute the application for FAA AIP Grant # 30 in the amount of \$3,127,840.00 with FAA funds providing \$2,815,056.00 and local match providing \$312,800.00. (Grant projects include Runway Safety Area Improvements, Runway 1634 Rehab, Taxiway D Rehab, Runway 1230 Design, and Grant Administration.)

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

COUNTY AUDITOR:

10. Consider and approve budget transfer - Airport - replace HVAC system.

510-7091-463-6013	COOLING & HEATING	\$13,675.00	
510-7091-463-4011	EQUIPMENT- MISCELLANEOUS		\$5,500.00
510-7091-463-4019	RUNWAYS		\$5,500.00
510-7091-463-4001	COOLING AND HEATING		\$2,675.00

SEE ATTACHMENTS ON PAGES 156 - 156

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

11. Consider and approve acceptance of donation for Legacy Community Development Corporation in the amount of \$25,450.25 for the benefit of Cheek First Time Sewer Project.

SEE ATTACHMENTS ON PAGES 157 - 157

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

*Notice of Meeting and Agenda and Minutes
August 25, 2014*

12. Consider and approve a donation from Beaumont Crime Stoppers. The donation is being made for the express purpose of buying 84 tourniquets for the Sheriff's Office. The amount of this donation is \$1,751.96.

SEE ATTACHMENTS ON PAGES 158 - 160

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

13. Consider and approve utilizing available capital project funds to purchase property from Ed Kestler in the amount of \$6,000 for the Port Arthur Health and Welfare Clinic parking lot. Transaction will involve a restriction/covenant that parking at the Port Arthur Health Clinic parking lot will be closed during the hours of operation of Mardi Gras of Southeast Texas.

SEE ATTACHMENTS ON PAGES 161 - 161

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

14. Regular County Bills - check #397449 through check #397698.

SEE ATTACHMENTS ON PAGES 162 - 171

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

COUNTY CLERK:

15. Public hearing on the County Clerk's Records Archive Plan for fiscal year 2014-2015.

OPEN AND CLOSED

Action: NONE

*Notice of Meeting and Agenda and Minutes
August 25, 2014*

16. Consider and possibly approve, receive and file, the County Clerk's Records Archive Plan for fiscal year 2014-2015.

SEE ATTACHMENTS ON PAGES 172 - 172

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

17. Execute, receive and file the Order calling for the November 4, 2014, General Election.

SEE ATTACHMENTS ON PAGES 173 - 176

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

COUNTY COMMISSIONERS:

18. Receive and File executed GLO Contract No. 11-239-000-4825, CEPRA No. 1516, Amendment No. 3 to extend the term of the contract between Jefferson County, Texas and the General Land Office.

SEE ATTACHMENTS ON PAGES 177 - 180

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

19. Receive and file the Jefferson County 2014 Amended Uniform Abatement Policy.

SEE ATTACHMENTS ON PAGES 181 - 197

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

Notice of Meeting and Agenda and Minutes
August 25, 2014

20. Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, Texas and the City of Beaumont for the Gulf States Road Project pursuant to Chapter 791 of the Texas Government Code.

SEE ATTACHMENTS ON PAGES 198 - 202

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

21. Receive and file complied financial report of Jefferson County Emergency Services District No.1 pursuant to Tx Health and Safety Code §775.082(b).

SEE ATTACHMENTS ON PAGES 203 - 221

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

22. Hear presentation from YMBL relating to the 2014 Southeast Texas State Fair results.

\$183,631.00 LARGEST PAYMENT TO DATE

Action: NONE

23. Receive and file Antiquities permit for State Antiquities Landmark Historic Structures Permit # 736 which was issued for Rehabilitation work on 8/18/2014 and which will expire on 9/1/2015.

SEE ATTACHMENTS ON PAGES 222 - 225

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

DISTRICT CLERK:

24. Public hearing on the District Clerk's Records Archive Plan for fiscal year 2014-2015.

OPEN AND CLOSED

Action: NONE

*Notice of Meeting and Agenda and Minutes
August 25, 2014*

25. Consider and possibly approve, receive and file, the District Clerk's Records Archive Plan for fiscal year 2014-2015.

SEE ATTACHMENTS ON PAGES 226 - 229

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

ENGINEERING:

26. Consider and possibly approve Overweight Vehicle Permit 06-OW-14 to Ballard Exploration Company, Inc. for drilling rig equipment moved to and from location off Aggie Drive. This project is located in Precinct 1.

SEE ATTACHMENTS ON PAGES 230 - 239

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

DISTRICT ATTORNEY:

27. Consider and approve reallocation of four attorney budgeted positions in the Criminal District Attorney's Office effective August 25, 2014.

SEE ATTACHMENTS ON PAGES 240 - 241

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

**Jeff R. Branick
County Judge**



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 Request for Proposal

August 25, 2014

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 14-038/KJS, **Development Proposals for Multi-Sports Training Facility located at Ford Park**. Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope. Proposers shall forward an original and five (5) copies of their proposal to the address shown below in **BOLD**. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and the Name of each Proposer read aloud in the Jefferson County Commissioners' Courtroom at 11:00AM (CST) September 16, 2014. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

PROPOSAL NAME:	Development Proposals for Multi- Sports Training Facility located at Ford Park
PROPOSAL NO:	RFP 14-038/KJS
DUE DATE/TIME:	11:00 AM, September 16, 2014
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. Stewart MBA, Assistant Purchasing Agent, at 409-835-8593. All interested parties are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFP.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise—August 27th and September 3rd, 2014

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PROPOSAL SUBMITTAL CHECKLIST

The Offeror’s attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided 2 of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Same contract with compensation sections blank.
- One (1) original and five (5) copies of the proposal should be mailed to or delivered no later than **11:00 AM, September 16, 2014**, to the Jefferson County Purchasing Department, 1149 Pearl Street, First Floor, Beaumont, TX 77701.

PLEASE READ THE “PROPOSAL SUBMITTAL CHECKLIST” INCLUDED IN THIS PACKAGE.

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

1. INTRODUCTION TO PROPOSERS

Jefferson County Texas is accepting responses to the Request for Proposals (RFP) from firms for a Development proposal for a Multi-Sports Training Facility located at Ford Park.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

1.1 VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein.** Be sure your proposal package is complete.

1.2 GOVERNING LAW

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Karen J. September 16, 2014, Jefferson County Purchasing Department, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 PROPOSAL PREPARATION COST

Any cost for developing proposals is entirely the responsibility of Offerors and shall not be charged to Jefferson County.

1.6 SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 PROPOSAL OBLIGATION

The contents of the proposal and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

1.10 GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the proposal.

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

1.13 EVALUATION

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award in the best interest of Jefferson County.

1.14 WITHDRAWAL OF PROPOSAL

The Offeror may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Offeror may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.15 AWARD

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

The County is not obligated to accept any proposal provided, may refuse any and all proposals submitted and continue with the current management agreement or elect to self-op.

1.16 OWNERSHIP OF PROPOSAL

All proposals become the property of Jefferson County and will not be returned to Offerors.

1.17 DISQUALIFICATION OF OFFEROR

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Offerors.

1.18 CONTRACTUAL DEVELOPMENT

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.19 ASSIGNMENT

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.20 CONTRACT OBLIGATION

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Offeror. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.21 TERMINATION

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, 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 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 services within the proper amount of time, and/or to properly perform any and all other requirements 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.

1.22 INSPECTIONS

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Offeror as inadequate.

1.23 TESTING

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.24 LOSS, DAMAGE, OR CLAIM

The Offeror shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Offeror shall totally indemnify Jefferson County against all claims of loss or damage to the Offeror's and Jefferson County's property, equipment, and/or supplies.

1.25 WAIVER OF SUBROGATION

Offeror and Offeror'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 the Offeror's performance under this agreement.

1.26 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.

1.27 ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Offeror's proposal. The insurance requirements are part of this package.

1.28 PRE-PROPOSAL CONFERENCE

There will not be a pre-proposal conference for the Request for Proposals.

1.29 DELIVERY OF PROPOSALS

All proposals are to be delivered by 11:00 AM, central time, September 16, 2014 to:

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

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Offeror as Non-Responsive.

Jefferson County will not accept any responsibility for proposals being delivered by third party carriers.

Offeror must submit one (1) original and five (5) exact duplicate, numbered copies of the proposal for a total of six (6). Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, **only names of Offerors will be read aloud.**

List the Proposal Number on the outside of the box or envelope and note “Request for Proposal enclosed.”

1.30 QUESTIONS

Questions may be faxed or e-mailed to Karen J. Stewart, MBA, Assistant Purchasing Agent at 409-835-8456 or KSMITH@CO.JEFFERSON.TX.US.

1.31 ESTIMATED SCHEDULE OF EVENTS

August 25, 2014	Issuance of Request for Proposal
September 16, 2014	Deadline Submission (late proposals will not be considered)
September 18, 2014	Proposals distributed to Evaluation Committee
September 23, 2014	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
September 25, 2014	Conduct Interview/Best and Final Offer/Short List
September 29, 2014	Recommendation for Award

2. RESPONSE FORMAT

2.1 INTRODUCTION

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal
- h. Other information that may be helpful in the evaluation

2.3 TRANSMITTAL LETTER

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

The transmittal letter must include a statement of acceptance of the Standards of Performance for the contract resulting from this RFP.

2.4 EXECUTIVE SUMMARY

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

2.5 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

2.6 OFFEROR IDENTIFYING INFORMATION

Offerors must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Offerors performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offerors principal contact person regarding all contractual matters relating to this RFP;
- f. The Offerors Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

2.7 CONFLICT OF INTEREST

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may

include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

**FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

3. PROPOSAL SUBMITTAL

The Proposal is due no later than 11:00 AM, September 16, 2014, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Management Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Same contract with compensation sections blank.
- One (1) original and five (5) copies of the proposal should be mailed or delivered to:

Jefferson County Purchasing Department
First Floor
1149 Pearl Street
Beaumont, TX 77701
- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

4. SCOPE OF SERVICES

4.1 REQUIREMENTS

Building

- 18,000 sq.ft
- Climate controlled
- Coin operated softball/ baseball machines
- Fully turfed
- Full size infield for team use
- Pro Shop
- Video analysis
- Arcade
- Live streaming capabilities of games at Ford Park
- Multiple instructional teaching areas for a variety of sports
- Strength and conditioning area
- Speed and agility area
- 7 days per week operation

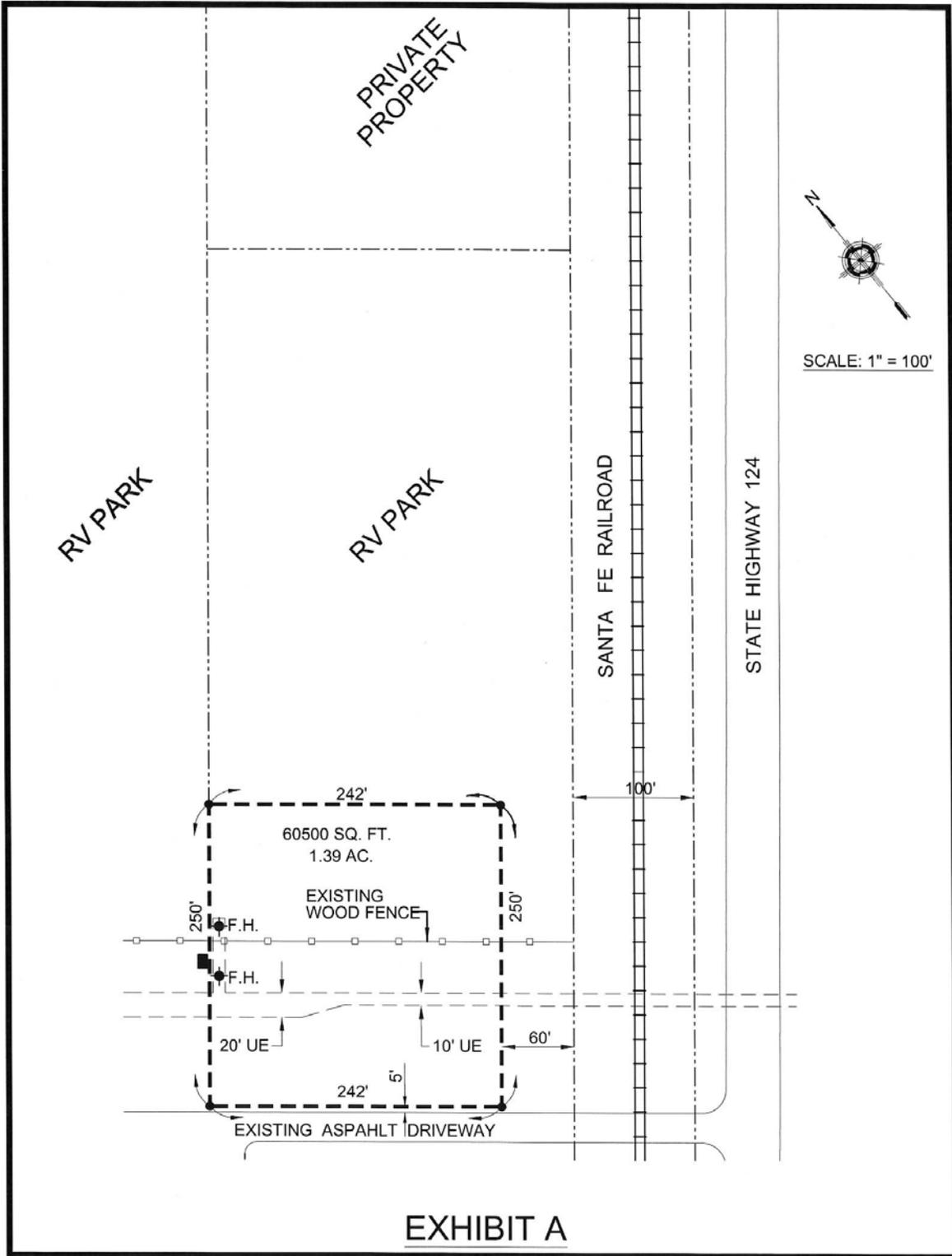
Use

- 10-12 onsite instructors for multiple ages and genders
- On-line scheduling
- 2-4 girls softball, 2-4 baseball, 2 strength/ agility , 2 football
- Monthly camps and clinics specific to each sport, age and position
- Monthly coaches clinics with professional coaches conducting the training
- Membership sales
- Help increase amount of teams per tournament
- Birthday parties
- Indoor kick ball/wuffle ball tournaments

Contractor

- The chosen contractor will be well versed in local city and county rules and regulations
- Fully insured and bonded to the requirements of the county
- Has completed contracts with local city government
- Over 30 years' experience
- Resides within the golden triangle

The facility will attract additional teams from outside the golden triangle, while stimulating the interest of athletes that do not play baseball. This will increase the awareness of Ford Park and turn it into more than a two dimensional complex. The goal is to target ages 7-13, boys and girls. Beaumont does not currently have an indoor training facility tailored to girls softball, nor a full size infield for competitive workouts. Most of the local kids believe they can't afford to play select baseball and or get an opportunity to utilize Ford Park. Our goal is to get as many people to Ford Park as possible and by supplementing there experience here with a professional, indoor climate controlled facility will only benefit the community, businesses and Ford Park.



5. PROPOSAL EVALUATION AND SELECTION PROCESS

5.1 INTRODUCTION

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

5.2 PROPOSAL EVALUATION AND SELECTION

Prior to the receipt of proposals, the County will establish an Evaluation Committee.

5.3 Evaluation Criteria (Total 100 Points)

Experience in the Industry	20 points
Experience in the Region	20 points
Compensation	35 points
Quality of Management Team	5 points
Marketing Plan	10 points
Financial Soundness	10 points

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and make a recommendation to the Commissioners' Court.

Upon the selection of an apparent successful Offeror, the Court shall select a negotiation team who will proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

APPENDIX A. NON-DISCLOSURE AGREEMENT

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

APPENDIX B. VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies 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 MUST RETURN THIS PAGE WITH OFFER

APPENDIX C. 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 MUST RETURN THIS PAGE WITH OFFER

APPENDIX D. 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>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="padding-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 MUST RETURN THIS PAGE WITH OFFER

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

APPENDIX E. 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

APPENDIX F. NOTICE OF INTENT (NOI)

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

**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

APPENDIX H. 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.

Do you carry Health Insurance on your employees? Yes No

If yes, what is the percentage of employees insured? ____%

BIDDER MUST RETURN THIS PAGE WITH OFFER

APPENDIX I. 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 _____, 2014.

Notary Public in and for
the State of _____

BIDDER MUST RETURN THIS PAGE 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

July 28, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-032/JW, Term Contract for Paper Stock & Envelopes for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Paper Stock & Envelopes
for Jefferson County
BID NO: IFB 14-032/JW
DUE DATE/TIME: 11:00 AM CST, Tuesday, August 19, 2014
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 – July 30th and August 6th, 2014



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

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

ADDENDUM TO IFB

IFB Number: IFB 14-032/JW
IFB Title: Term Contract for Paper Stock & Envelopes for Jefferson County
IFB Due: **11:00 am CST, Tuesday, August 19, 2014**
Addendum No.: 1
Issued (Date): August 11, 2014

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: Revised Bid Form (Attached)

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:

Maureen Shields
Witness

Martin Elgar III
Witness

George Hays **BOSWORTH PAPERS, INC.**
Authorized Signature (Bidder) **10425 Okanella Street #600**
Houston, TX 77041

George Hays
Title of Person Signing Above

Bosworth Papers, Inc.
Typed Name of Business or Individual

Approved by _____ Date: _____

Address

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:

Bosworth Papers, Inc
Company Name

For clarification of this offer, contact:

10425 Okanella St.
Address Ste. 600

Maream Shields
Name

Houston TX 77041
City State Zip

713-460-5060 713-460-2037
Phone Fax

Georgene Hughes
Signature of Person Authorized to Sign

customerservice@bosworthpapers.com
E-mail

Georgene Hughes
Printed Name

Accounting
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No.14-032/JW, Term Contract for Paper Stock & Envelopes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

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: Harris County Dept of Education
 Address: 6300 Irvington
 Contact Person and Title: Derek Killard
 Phone: 713-696-0786 Fax: 713-884-2468
 Contract Period: 2004-2015 Scope of Work: Assistant Director

REFERENCE TWO

Government/Company Name: Cyfair ISD
 Address: 12510 Windfern
 Contact Person and Title: Mary Williams
 Phone: 281-897-4719 Fax: _____
 Contract Period: 2014-2015 Scope of Work: Buyer

REFERENCE THREE

Government/Company Name: Alvin ISD
 Address: 301 E. House St.
 Contact Person and Title: Michie Dietrich
 Phone: 281-824-0567 Fax: 281-585-4567
 Contract Period: 2014-2015 Scope of Work: Buyer

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.

Bosworth Papers

Bidder (Entity Name)

Georgene Hughes

Signature

10425 Okanella Ste. 600

Street & Mailing Address

Georgene Hughes

Print Name

Houston, TX 77041

City, State & Zip

8/15/14

Date Signed

713-460-5060

Telephone Number

713-460-2037

Fax Number

customerservice@bosworthpapers.com

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>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center; font-size: 2em; margin-left: 100px;">N/A</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; font-size: 0.8em;">(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 style="text-align: center; font-size: 2em; margin-left: 100px;">N/A</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> <p style="text-align: center; font-size: 2em; margin-left: 100px;">N/A</p>	

Bidder Shall Return Completed Form with Offer.

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:

none

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

7.

Georgine Hughes

Signature of person doing business with the governmental entity

8/15/14

Date

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.

Georgene Hughes
Printed Name of Authorized Representative

Georgene Hughes
Signature

Accounting
Title

8/15/14
Date

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

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 Bosworth Papers [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.):	74-1750374
Company Name submitting bid/proposal:	Bosworth Papers Inc.
Mailing address:	PO Box 40905 Houston, Tx 77240
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Harris

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

on this day personally appeared Carolyn Sloan, who
(name)

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

"I, Carolyn Sloan am a duly authorized officer of/agent
(name)
for Bosworth Papers, Inc. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Bosworth Papers, Inc.
(name of firm)

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

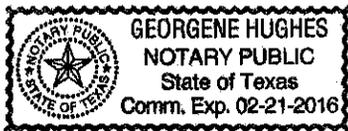
Name and address of bidder: Bosworth Papers Inc

Fax: 713-460-2037 Telephone# 713-460-5060
by: Carolyn Sloan Title: Credit Mgr
(print name)

Signature: Carolyn Sloan

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

this the 15 day of August, 2014.



Georgene Hughes
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

IFB 14-032/JW, Term Contract for Paper Stock & Envelopes for Jefferson County

Revised Bid Form – Addendum 1

I. Paper Stock

Item	Description	Estimated Qty (Sheets)	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
1	20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4	200,000	<i>M.P. Spectrum</i>	\$ 6.27	5/m	\$ 31.35
2	20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4	20,000	↓	\$ 6.73	5/m	\$ 33.65
3	20 lb. Bond Paper, long grain, white 8½x14, Paper grade: Premium #4	100,000	↓	\$ 8.57	5/m	\$ 42.85
4	20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4	30,000	↓	\$ 13.47	2500	\$ 33.67
5	24 lb. Bond Paper, long grain, white 8½x11, Paper grade: Laser Print #1	6,500	<i>Hammermill Laser Print</i>	\$ 10.73	5/m	\$ 53.65
6	24 lb. Bond Paper, long grain, white 8½x14, Paper grade: Laser Print #1	5,000	"	\$ 13.65	5/m	\$ 68.25
7	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: Premium #4	100,000 <i>peach N/A Sub. salmon</i>	<i>Domtar Earthchoice</i>	\$ 8.07	5/m	\$ 40.35
8	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x14 – ream wrap only (combined total), Paper grade: Premium #4	100,000 "	"	\$ 10.85	5/m	\$ 54.25
9	20 lb. Bond Paper, colors (buff, salmon, goldenrod, pink, blue, canary, green), 8½x11	100,000	"	\$ 8.07	5/m	\$ 40.35
10	20 lb. Bond Paper, long grain, colors (ivory, goldenrod, pink, blue, canary, green), 8½x14	100,000	"	\$ 10.85	5/m	\$ 54.25
11	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1	6,500	<i>Neenah</i>	\$ 20.09	5/m	\$ 100.45
12	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x14. Paper grade: #1	6,500		\$		\$ No/Bo

Revised Bid Form – Addendum 1 (Continued)

II. Card Stock

Item	Description	Estimated Qty (Sheets)	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
13	67 lb. Vellum cover stock (white) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	25,000	Dontar Earth choice	\$ 15.32	2/m	\$ 30.64
14	67 lb. Vellum cover stock (aqua, green, gold, blue, pink, ivory, yellow, grey) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	5,000	aqua Not available "	\$ 16.23	2/m	\$ 32.46
15	20 lb. #1 White Sulfite, long grain white, 8½x11 Hammermill. Paper grade: Grade 1 watermark	80,500	Hammermill Bond	\$ 8.83	5/m	\$ 44.15
16	8½x14 100 lb. manila Springhill tag	12,000		\$		\$ No Bid
17	8x8 110 lb. Springhill index white	13,000		\$		\$ No Bid
18	Hammermill accent opaque 28/70 lb. white – vellum finish, long grain, 8½x11	70,000	Lynx Dontar	\$ 10.49	4/m	\$ 41.96
19	Brite Hue – 60 lb. text & cover 8½x11 (red, violet, green, orange, ultra fuchsia)	5,000	Neeah Astrobrights	\$ 15.90	5/m	\$ 79.50
20	#80 8½x11 Classic Crest Avon Brilliant White	10,000	Neeah crest	\$ 61.80	2/m	\$ 123.60
21	#80 8½x11 Classic Crest Avon Ivory Bouonal Ivory	10,000	"	\$ 62.80	2/m	\$ 125.60
22	Olmsted-Kirk 80 lb, Starwhite Smooth Text Archiva, 8½x11			\$		\$ No Bid

Revised Bid Form – Addendum 1 (Continued)

III. Envelopes

Item	Description	Estimated Qty (Sheets)	Manufacturer & Brand	Unit Price Per M	ENVS Sheets per case	Unit Price Per Case
23	24 lb. catalog envelopes 10"x13" white woven	6,000	Independence	\$ 63.30	500	\$ 31.65
24	28 lb. white catalog envelopes 9"x12"	1,500	"	\$ 53.66	500	\$ 26.83
25	15"x10" brown kraft gummed flap document envelopes 32#	6,500		\$		\$ No Bid
26	#9 window envelopes – 24 lb. white wove	11,500	Bosworth	\$ 22.4	2500	\$ 56.60
27	#9 regular envelopes – 24 lb. white wove	10,500	↓	\$ 19.98	2500	\$ 49.95
28	#10 window envelopes – 24 lb. white wove (hard boxes)	200,000		\$ 22.64	2500	\$ 56.60
29	#10 regular envelopes – 24 lb. white wove (hard boxes)	200,000		\$ 19.98	2500	\$ 49.95
30	#11 window envelopes – 28 lb. white wove	10,000		\$ 37.80	2500	\$ 94.50
31	#11 regular envelopes – 28 lb. white wove	15,000		\$ 35.00	2500	\$ 87.50
32	#12 window envelopes – 24 lb. white wove	3,000		\$		\$ No Bid
33	#12 regular envelopes – 24 lb. white wove	3,000	Bosworth	\$ 47.62	2500	\$ 119.05
34	#10 brown kraft envelopes – 28 lb.	6,500	↓	\$ 25.72	2500	\$ 64.30
35	#12 brown kraft envelopes – 28 lb.	25,000		\$ 61.26	2500	\$ 153.15
36	#14 brown kraft envelopes – 28 lb.	25,000		\$		\$ No Bid
37	Opaque envelopes - 4½x9 (blue, green, natural, cream, gold, pink, gray, ivory, yellow)	20,000	Damtau Earth Choice	\$ 27.52	2500	\$ 68.80

Revised Bid Form – Addendum 1 (Continued)

IV. No Carbon Required Paper

Item	Description	Estimated Qty (Sheets)	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
38	8½x11 CFB white-black image long grain	15,000	APPVION Superior	\$ 43.27	5/m	\$ 216.35
39	8½x14 CFB white-black image long grain	15,000		\$ 54.99	5/m	\$ 274.95
40	8½x11 2-part black image carbonless reverse collated	80,000		\$ 29.42	5/m	\$ 147.10
41	8½x11 Mead 3-part black image carbonless reverse collated	80,000		\$ 33.09	5/m	\$ 165.45
42	8½x11 Mead 4-part black image carbonless reverse collated	65,000		\$ 35.36	5/m	\$ 176.80
43	8½x11 Mead 5-part black image carbonless reverse collated	65,000		\$ 36.36	5/m	\$ 181.80
44	8½x14 Mead 2-part black image carbonless reverse collated	30,000		\$ 37.40	5/m	\$ 187.00
45	8½x14 Mead 3-part black image carbonless reverse collated	30,000		\$ 42.04	5/m	\$ 210.20
46	8½x14 Mead 4-part black image carbonless reverse collated	30,000		\$ 44.95	5/m	\$ 224.75
47	8½x14 Mead 5-part black image carbonless reverse collated	30,500		\$ 46.32	5/m	\$ 231.60
48	8½x11 Astro Bright Text, 60T	5,000	Neenah astrobrights	\$ 15.90	5/m	\$ 79.50
49	8½x11 Astro Bright Cover, 65C	5,000	"	\$ 31.47	2/m	\$ 62.94

Revised Bid Form – Addendum 1 (Continued)

V. Specialty Paper

Item	Description	Estimated Qty (Sheets)	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
50	36 lb. Weston Ledger or Equal, 8½x14 Marriage License Stock	5,000		\$		\$ NO BID

Acknowledgment of Addenda (if any):

Addendum 1 Date Received 8-12-14

Addendum 2 Date Received _____

Addendum 3 Date Received _____

Bidder Shall Return Completed Form with Offer.

BOSWORTH PAPERS, INC.
10425 Okanella Street #800
Houston, TX 77041

08-18-14P01:53 RCVD

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

BID NAME: Term Contract for Paper Stock & Envelopes
for Jefferson County
BID NO: IFB 14-032/JW
DUE DATE/TIME: 11:00 AM CST, Tuesday, August 19, 2014



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

July 28, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-032/JW, Term Contract for Paper Stock & Envelopes for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Paper Stock & Envelopes
for Jefferson County

BID NO: IFB 14-032/JW

DUE DATE/TIME: 11:00 AM CST, Tuesday, August 19, 2014

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 Clark

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – July 30th and August 6th, 2014

IFB 14-032/JW
Term Contract for Paper Stock & Envelopes for Jefferson County
Bids due: 11:00 AM, Tuesday, August 19, 2014

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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 Department
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 Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

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

2. 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 – 2014:

January 1	Wednesday	New Year's Day
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	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	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 Department.

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 **Bid Number, Bid 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 7.1. – 7.7., 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 14-032/JW.

Scope

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

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

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

Samples

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

Brand Name or Equal

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

Approximate Annual Usage

Items listed on pages 18-22 indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased. Orders will be placed on an as-needed basis, delivered to various locations in Jefferson County, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

Delivery

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

Contract

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

Contract Agreement

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. **Contract shall commence on date of award and continue with an option for up to a four (4) year period.**

General Specifications

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

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:

Hernandez Supply
Company Name

For clarification of this offer, contact:

119 17th Street
Address

Christy Williams
Name

Nederland TX 77627
City State Zip

409-724 0135 409-724-0210
Phone Fax

Christy Williams
Signature of Person Authorized to Sign

Christy.w@hernandezsupply.com
E-mail

CHRISTY WILLIAMS
Printed Name

Account Manager
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No.14-032/JW, Term Contract for Paper Stock & Envelopes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

I. Paper Stock

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
1	20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4	<i>Business Choice</i>		<i>5000</i>	<i>29.50</i>
2	20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4				
3	20 lb. Bond Paper, long grain, white 8½x14, Paper grade: Premium #4				
4	20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4				
5	24 lb. Bond Paper, long grain, white 8½x11, Paper grade: Laser Print #1				
6	24 lb. Bond Paper, long grain, white 8½x14, Paper grade: Laser Print #1				
7	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: premium #4				
8	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x14 – ream wrap only (combined total), Paper grade: Premium #4				
9	20 lb. Bond Paper, colors (buff, salmon, goldenrod, pink, blue, canary, green), 8½x11				
10	20 lb. Bond Paper, long grain, colors (ivory, goldenrod, pink, blue, canary, green), 8½x14				
11	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1				
12	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x14. Paper grade: #1				

Bid Form (Continued)

II. Card Stock

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
13	67 lb. Vellum cover stock (white) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4				
14	67 lb. Vellum cover stock (aqua, green, gold, blue, pink, ivory, yellow, grey) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4				
15	20 lb. #1 White Sulfite, long grain white, 8½x11 Hammermill. Paper grade: Grade 1 watermark				
16	8½x14 100 lb. manila Springhill tag				
17	8x8 110 lb. Springhill index white				
18	Hammermill accent opaque 28/70 lb. white – vellum finish, long grain, 8½x11				
19	Brite Hue – 60 lb. text & cover 8½x11 (red, violet, green, orange, ultra fuchsia)				
20	#80 8½x11 Classic Crest Avon Brilliant White				
21	#80 8½x11 Classic Crest Avon Ivory				
22	Olmsted-Kirk 80 lb, Starwhite Smooth Text Archiva, 8½x11				

Bid Form (Continued)

III. Envelopes

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
23	24 lb. catalog envelopes 10"x13" white woven				
24	28 lb. white catalog envelopes 9"x12"				
25	15"x10" brown kraft gummed flap document env. 32#				
26	#9 window envelopes – 24 lb. white wove				
27	#9 regular envelopes – 24 lb. white wove				
28	#10 window env. – 24 lb. white wove (hard boxes)				
29	#10 regular env. – 24 lb. white wove (hard boxes)				
30	#11 window envelopes – 28 lb. white wove				
31	#11 regular envelopes – 28 lb. white wove				
32	#12 window envelopes – 24 lb. white wove				
33	#12 regular envelopes – 24 lb. white wove				
34	#10 brown kraft envelopes – 28 lb.				
35	#12 brown kraft envelopes – 28 lb.				
36	#14 brown kraft envelopes – 28 lb.				
37	Opaque envelopes - 4½x9 (blue, green, natural, cream, gold, pink, gray, ivory, yellow)				

Bid Form (Continued)

IV. No Carbon Required Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
38	8½x11 CFB white-black image long grain				
39	8½x14 CFB white-black image long grain				
40	8½x11 2-part black image carbonless reverse collated				
41	8½x11 Mead 3-part black image carbonless rev. coll.				
42	8½x11 Mead 4-part black image carbonless rev. coll.				
43	8½x11 Mead 5-part black image carbonless rev. coll.				
44	8½x14 Mead 2-part black image carbonless rev. coll.				
45	8½x14 Mead 3-part black image carbonless rev. coll.				
46	8½x14 Mead 4-part black image carbonless rev. coll.				
47	8½x14 Mead 5-part black image carbonless rev. coll.				
48	8½x11 Astro Bright Text, 60T				
49	8½x11 Astro Bright Cover, 65C				

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: City of Beaumont/Municipal Court
 Address: 700 Orleans Beaumont, TX
 Contact Person and Title: _____
 Phone: 409-980-7200 Fax: _____
 Contract Period: _____ Scope of Work: 30-40 Cases per month

REFERENCE TWO

Government/Company Name: Bridge City ISD
 Address: 1031 W. Roundbunch Rd. Bridge City
 Contact Person and Title: _____
 Phone: 409-735-1533 Fax: _____
 Contract Period: _____ Scope of Work: 200 cases per Month

REFERENCE THREE

Government/Company Name: Richard Industrial Group
 Address: 750 Pearl St. Beaumont, TX
 Contact Person and Title: _____
 Phone: 409-727-3881 Fax: _____
 Contract Period: _____ Scope of Work: 150 Cases per month

Bidder Shall Return Completed Form with Offer.

Bid Form (Continued)

V. Specialty Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
50	36 lb. Weston Ledger or Equal, 8½x14 Marriage License Stock				

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

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.

<u>Herrandez Office Supply</u> Bidder (Entity Name)	<u>Christy Williams</u> Signature
<u>119 17th St.</u> Street & Mailing Address	<u>CHRISTY WILLIAMS</u> Print Name
<u>Nederland, Tx. 77627</u> City, State & Zip	<u>8/8/14</u> Date Signed
<u>409-724-0135</u> Telephone Number	<u>409-724-0210</u> Fax Number
<u>Christyw@herrandezsupply.com</u> 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>	OFFICE USE ONLY
<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.

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 style="font-size: 1.2em; margin-left: 20px;"><i>Hernandez Office Supply - Luis A Hernandez</i></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; font-size: 0.8em;">(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 style="text-align: center; font-size: 1.2em; margin-top: 20px;"><i>None</i></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> <p style="text-align: center; font-size: 1.2em; margin-top: 20px;"><i>None</i></p>	

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.

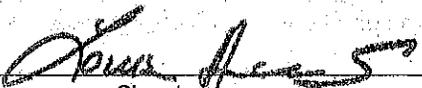
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... Yes No

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.

Hernandez Office Supply
Bidder (Entity Name)


Signature

119 17th Street
Street & Mailing Address

Louis Hernandez
Print Name

Nederland, Tx 77627
City, State & Zip

8-15-14
Date Signed

409-724-0135
Telephone Number

409-724-0210
Fax Number

Christyw@hernandezsupply.com
E-mail Address

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.

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.) *None*

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 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 Louis A Hernandez, Inc. dba Hernandez Office Supply [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.):	76-0362571
Company Name submitting bid/proposal:	Louis A. Hernandez Inc. dba Hernandez Office Supply
Mailing address:	119 17th St. Nederland, Tx 77627
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
179707	119 17th St. Nederland
010700-000/000100-00000	119 17th St Nederland
010700-000/000600-00000	1708 Nederland Ave. Nederland

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Louis Hernandez, who
(name)

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

"I, Louis Hernandez am a duly authorized officer of/agent
(name)
for Hernandez Office Supply and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Hernandez Office Supply.
(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: Hernandez Office Supply
119 17th Street Nederland, TX 77627

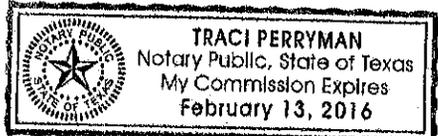
Fax: 409 724-0210 Telephone# 409-724-0135

by: Louis Hernandez Title: President
(print name)

Signature: [Signature]

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

this the 15 day of August, 2014.



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

Bidder Shall Return Completed Form with Offer.

Jefferson County Funding Dept
1149 Pearl St 1st floor
Bourmont Tx 77701

1056 am
1056 am

1FB 14-032 / 510
1056 am 8/10/04



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

July 28, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-032/JW, Term Contract for Paper Stock & Envelopes for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Paper Stock & Envelopes
for Jefferson County

BID NO: IFB 14-032/JW

DUE DATE/TIME: 11:00 AM CST, Tuesday, August 19, 2014

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 – July 30th and August 6th, 2014

IFB 14-032/JW
Term Contract for Paper Stock & Envelopes for Jefferson County
Bids due: 11:00 AM, Tuesday, August 19, 2014

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X	Residence Certification/Tax Form	33
X	Bid Affidavit	34

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 Department
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 Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

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

2. 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 – 2014:

January 1	Wednesday	New Year's Day
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	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	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 Department.

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 **Bid Number, Bid 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 7.1. – 7.7., 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 14-032/JW.

Scope

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

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

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

Samples

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

Brand Name or Equal

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

Approximate Annual Usage

Items listed on pages 18-22 indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased. Orders will be placed on an as-needed basis, delivered to various locations in Jefferson County, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

Delivery

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

Contract

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

Contract Agreement

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. **Contract shall commence on date of award and continue with an option for up to a four (4) year period.**

General Specifications

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

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:

O-K Paper
Company Name

For clarification of this offer, contact:

1601 Valley View
Address

Alan Proctor
Name

Dallas TX 75234
City State Zip

214 637-7146 214 637-2131
Phone Fax

Alan Proctor
Signature of Person Authorized to Sign

aproctor@okpaper.com
E-mail

Alan Proctor
Printed Name

Vice President
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No.14-032/JW, Term Contract for Paper Stock & Envelopes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

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

ADDENDUM TO IFB

IFB Number: IFB 14-032/JW
IFB Title: Term Contract for Paper Stock & Envelopes for Jefferson County
IFB Due: 11:00 am CST, Tuesday, August 19, 2014
Addendum No.: 1
Issued (Date): August 11, 2014

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: Revised Bid Form (Attached)

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: _____

Alan Probst
Authorized Signature (Bidder)

Vice President
Title of Person Signing Above

O-K Paper
Typed Name of Business or Individual

1601 Valley View
Address Dallas, TX 75234

IFB 14-032/JW, Term Contract for Paper Stock & Envelopes for Jefferson County

Revised Bid Form – Addendum 1

I. Paper Stock

Item	Description	Estimated Qty (Sheets)	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
1	20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4	200,000	SUZANO ONE	\$ 5.85/m	5,000	\$ 29.35/cs
2	20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4	20,000	IP Tidal	\$ 6.70/m	5,000	\$ 33.50/cs
3	20 lb. Bond Paper, long grain, white 8½x14, Paper grade: Premium #4	100,000	IP Tidal	\$ 8.52/m	5,000	\$ 42.60/cs
4	20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4	30,000	IP Tidal	\$ 13.40/m	2,500	\$ 33.50/cs
5	24 lb. Bond Paper, long grain, white 8½x11, Paper grade: Laser Print #1	6,500	IP Hammermill	\$ 10.10/m	5,000	\$ 50.50/cs
6	24 lb. Bond Paper, long grain, white 8½x14, Paper grade: Laser Print #1	5,000	IP Hammermill	\$ 12.82/m	5,000	\$ 64.10/cs
7	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: Premium #4	100,000	IP Hammermill	\$ 8.47/m	5,000	\$ 42.35/cs
8	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x14 – ream wrap only (combined total), Paper grade: Premium #4	100,000	IP Hammermill	\$ 11.35/m	5,000	\$ 56.75/cs
9	20 lb. Bond Paper, colors (buff, salmon, goldenrod, pink, blue, canary, green), 8½x11	100,000	IP Hammermill	\$ 8.47/m	5,000	\$ 42.35/cs
10	20 lb. Bond Paper, long grain, colors (ivory, goldenrod, pink, blue, canary, green), 8½x14	100,000	IP Hammermill	\$ 11.35/m	5,000	\$ 56.75/cs
11	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1	6,500	Neenah Atlas	\$ 17.61/m	5,000	\$ 88.05/cs
12	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x14. Paper grade: #1	6,500	Neenah Atlas	\$ 36.50/m	5,000	\$ 182.50/cs

Revised Bid Form – Addendum 1 (Continued)

II. Card Stock

Item	Description	Estimated Qty (Sheets)	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
13	67 lb. Vellum cover stock (white) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	25,000	IP Springhill	\$ 16.64/m	2,000	\$ 33.28/cs
14	67 lb. Vellum cover stock (aqua, green, gold, blue, pink, ivory, yellow, grey) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	5,000 NO Aqua	IP Springhill	\$ 17.52/m	2,000	\$ 35.04/cs
15	20 lb. #1 White Sulfite, long grain white, 8½x11 Hammermill. Paper grade: Grade 1 watermark	80,500	IP Hammermill	\$ 10.60/m	5,000	\$ 53.00/cs
16	8½x14 100 lb. manilla Springhill tag	12,000	IP Springhill	\$ 40.90/m	2,000	\$ 81.80/cs
17	8x8 110 lb. Springhill index white	13,000	IP Springhill	\$ 27.50/m	2,000	\$ 55.00/cs
18	Hammermill accent opaque 28/70 lb. white – vellum finish, long grain, 8½x11	70,000	IP Accent	\$ 10.80/m	4,000	\$ 43.20/cs
19	Brite Hue – 60 lb. text & cover 8½x11 (red, violet, green, orange, ultra fuchsia)	5,000	Neenah Astrabright	\$ 16.22/m	5,000	\$ 81.10/cs
20	#80 8½x11 Classic Crest Avon Brilliant White	10,000	Neenah Classic Crest	\$ 60.45/m	2,000	\$ 120.90/cs
21	#80 8½x11 Classic Crest Avon Ivory	10,000	Neenah Classic Crest	\$ 62.44/m	2,000	\$ 122.88/cs
22	Olmsted-Kirk 80 lb, Starwhite Smooth Text Archiva, 8½x11	-----	Neenah Starwhite	\$ 38.64/m	2,000	\$ 77.28/cs

Revised Bid Form – Addendum 1 (Continued)

III. Envelopes

Item	Description	Estimated Qty (Sheets)	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
23	24 lb. catalog envelopes 10"x13" white woven	6,000	Cenveo OKCO	\$ 56.30/m	500	\$ 28.15/cs
24	28 lb. white catalog envelopes 9"x12"	1,500	Cenveo OKCO	\$ 47.22/m	500	\$ 23.60/cs
25	15"x10" brown kraft gummed flap document envelopes 32#	6,500	Cenveo	\$ 443.12/m	100	\$ 44.31/cs
26	#9 window envelopes – 24 lb. white wove	11,500	Cenveo OKCO	\$ 18.00/m	2,500	\$ 45.00/cs
27	#9 regular envelopes – 24 lb. white wove	10,500	Cenveo OKCO	\$ 15.50/m	2,500	\$ 38.75/cs
28	#10 window envelopes – 24 lb. white wove (hard boxes)	200,000	Cenveo OKCO	\$ 18.00/m	2,500	\$ 45.00/cs
29	#10 regular envelopes – 24 lb. white wove (hard boxes)	200,000	Cenveo OKCO	\$ 15.50/m	2,500	\$ 38.75/cs
30	#11 window envelopes – 28 lb. white wove.	10,000	Cenveo OKCO	\$ 137.12/m	2,500	\$ 342.80/cs
31	#11 regular envelopes – 28 lb. white wove.	15,000	Cenveo	\$ 104.70/m	2,500	\$ 261.75/cs
32	#12 window envelopes – 24 lb. white wove	3,000	Cenveo	\$ 48.50/m	2,500	\$ 121.25/cs
33	#12 regular envelopes – 24 lb. white wove	3,000	Cenveo	\$ 44.56/m	2,500	\$ 111.40/cs
34	#10 brown kraft envelopes – 28 lb.	6,500	Cenveo	\$ 56.74/m	2,500	\$ 141.85/cs
35	#12 brown kraft envelopes – 28 lb.	25,000	Cenveo	\$ 57.86/m	2,500	\$ 144.65/cs
36	#14 brown kraft envelopes – 28 lb.	25,000	Cenveo	\$ 114.30/m	2,500	\$ 285.75/cs
37	Opaque envelopes - 4½x9 (blue, green, natural, cream, gold, pink, gray, ivory, yellow)	20,000	Cenveo Springhill	\$ 24.00/m	2,500	\$ 60.00/cs

Revised Bid Form – Addendum 1 (Continued)

IV. No Carbon Required Paper

Item	Description	Estimated Qty (Sheets)	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
38	8½x11 CFB white-black image long grain	15,000	Appvion NCR	\$ 26.05/m	5,000	\$ 130.25/cs
39	8½x14 CFB white-black image long grain	15,000	Appvion NCR	\$ 33.11/m	5,000	\$ 165.55/cs
40	8½x11 2-part black image carbonless reverse collated	80,000	Appvion NCR	\$ 19.18/m	5,000	\$ 95.90/cs
41	8½x11 Mead 3-part black image carbonless reverse collated	80,000	Appvion NCR	\$ 21.58/m	5,000	\$ 107.90/cs
42	8½x11 Mead 4-part black image carbonless reverse collated	65,000	Appvion NCR	\$ 23.07/m	5,000	\$ 115.35/cs
43	8½x11 Mead 5-part black image carbonless reverse collated	65,000	Appvion NCR	\$ 23.72/m	5,000	\$ 118.60/cs
44	8½x14 Mead 2-part black image carbonless reverse collated	30,000	Appvion NCR	\$ 24.40/m	5,000	\$ 122.00/cs
45	8½x14 Mead 3-part black image carbonless reverse collated	30,000	Appvion NCR	\$ 27.42/m	5,000	\$ 137.10/cs
46	8½x14 Mead 4-part black image carbonless reverse collated	30,000	Appvion NCR	\$ 29.33/m	5,000	\$ 146.65/cs
47	8½x14 Mead 5-part black image carbonless reverse collated	30,500	Appvion NCR	\$ 30.22/m	5,000	\$ 151.10/cs
48	8½x11 Astro Bright Text, 60T	5,000	Neenah Astrobright	\$ 16.19/m	5,000	\$ 80.95/cs
49	8½x11 Astro Bright Cover, 65C	5,000	Neenah Astrobright	\$ 25.22/m	2,000	\$ 50.44/cs

Revised Bid Form – Addendum 1 (Continued)

V. Specialty Paper

Item	Description	Estimated Qty (Sheets)	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
50	36 lb. Weston Ledger or Equal, 8½x14 Marriage License Stock	5,000	Neenah Weston	\$ 90.06/M	2,000	\$ 180.12/c5

Acknowledgment of Addenda (if any):

Addendum 1 Date Received 08-13-14

Addendum 2 Date Received _____

Addendum 3 Date Received _____

Bidder Shall Return Completed Form with Offer.

Bid Form (Continued)

V. Specialty Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
50	36 lb. Weston Ledger or Equal, 8½x14 Marriage License Stock	Neenah Weston	90.06/m	2000	180.12/cs

Acknowledgment of Addenda (if any):

Addendum 1 Date Received 08-13-14

Addendum 2 Date Received _____

Addendum 3 Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: State of Texas
 Address: 1711 San Jacinto Austin, TX 78701
 Contact Person and Title: Yvette Marietta
 Phone: 512 463-6988 Fax: _____
 Contract Period: 2013 - 2014 Scope of Work: Paper Products

REFERENCE TWO

Government/Company Name: Mesquite ISD
 Address: 405 E. David Mesquite, TX 75149
 Contact Person and Title: Rusty Talbot
 Phone: 972 882-7320 Fax: _____
 Contract Period: 2014 Scope of Work: Paper Products

REFERENCE THREE

Government/Company Name: Dallas ISD
 Address: 2525 Ervay Dallas, TX 75215
 Contact Person and Title: Cesar
 Phone: 972 925-4816 Fax: _____
 Contract Period: 2013 - 2014 Scope of Work: Paper Products

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Olmsted Kirk Paper Co
Bidder (Entity Name)

1601 Valley View
Street & Mailing Address

Dallas, TX 75234
City, State & Zip

214 637-2220
Telephone Number

aproctor@okpaper.com
E-mail Address

Alan Proctor
Signature

Alan Proctor
Print Name

08-15-14
Date Signed

214 637-2131
Fax Number

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>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p style="font-size: 1.5em; margin-left: 20px;">N/A</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 1.5em; margin-left: 20px;">N/A</p> <p style="font-size: 0.8em; 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 style="font-size: 1.5em; margin-left: 20px;">N/A</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> <p style="font-size: 1.5em; margin-left: 20px;">N/A</p>	

Bidder Shall Return Completed Form with Offer.

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?

N/A

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?

N/A

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?

N/A

Yes No

D. Describe each affiliation or business relationship:

N/A

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

7.



08-15-14

Signature of person doing business with the governmental entity

Date

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.

Alan Probst
Printed Name of Authorized Representative

Alan Probst
Signature

Vice President
Title

08-15-14
Date

Bidder Shall Return Completed Form with Offer.

No Subcontractors necessary. O-K Paper will handle all deliveries internally.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

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 O-K Paper Co. [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.):	75-0472210
Company Name submitting bid/proposal:	Olmsted Kirk Paper Co.
Mailing address:	1601 Valley View Dallas, Tx 75234
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF _____

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

on this day personally appeared Alan L. Proctor, who
(name)

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

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

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

Name and address of bidder: Olmsted Kirk Paper Co
1601 Valley View Dallas TX 75234

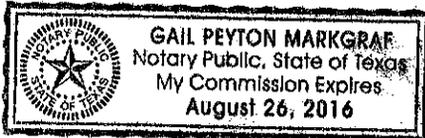
Fax: 214 637-2131 Telephone# 214 637-2220

by: Alan Proctor Title: Vice President
(print name)

Signature: Alan Proctor

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

this the 18th day of August, 2014.



[Signature]
Notary Public in and for
the State of TEXAS.

Bidder Shall Return Completed Form with Offer.

FedEx

Express

FedEx First Overnight®



FedEx carbon-neutral
envelope shipping

08-19-15 C2- 891FME0
Am 10:00

FO

151969 REV 7/08 RRD

081800
7632L

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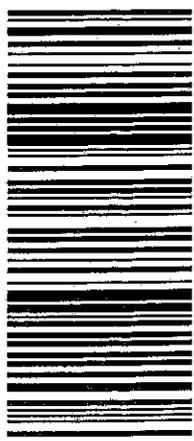
Z1

151969 REV 7/08 RRD

FD

First Overnight®

Part # 156148-434 RIT2 05/11

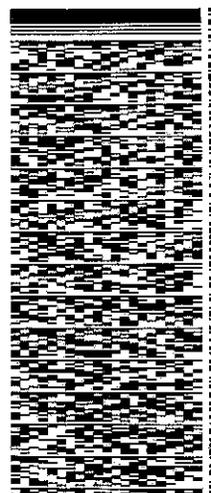


A1 BPTA

TRK# 5933 2106 7394

TUE -

FIF



BERMONT TX 77701
(409) 835-8593
PO: ALAN PROCTOR

REF: 01081
DEPT: BR21T

ORIGIN ID: BNX9 (214) 697-2220
HAROLD LENTIS PAPER CO
ONMS TED LEV VIEW LN
1601 VALLEY VIEW LN
DALLAS, TX 75234
UNITED STATES US
BILL TO PURCHASING DEPT. / DEBORAH
JEFFERSON COUNTY
1149 PEARL STREET, 1ST FL

SHIP
ACTING
CND

**CONTRACT RENEWAL FOR IFB 13-016/JW,
TERM CONTRACT FOR DISASTER AND EMERGENCY REPAIR,
SERVICE, AND INSTALLATION OF ELECTRICAL SERVICES
FOR JEFFERSON COUNTY**

The County entered into a contract with Gold Crest Electric Company, Inc. for one (1) year, from September 9, 2013 to September 8, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for the first additional one (1) year renewal from September 8, 2014 to September 7, 2015.

ATTEST:

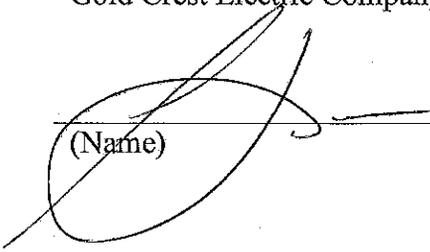
JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
Gold Crest Electric Company, Inc.

(Name)



**CONTRACT RENEWAL FOR IFB 13-016/JW,
TERM CONTRACT FOR DISASTER AND EMERGENCY REPAIR,
SERVICE, AND INSTALLATION OF ELECTRICAL SERVICES
FOR JEFFERSON COUNTY**

The County entered into a contract with Ledet Electrical Services for one (1) year, from September 9, 2013 to September 8, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for the first additional one (1) year renewal from September 8, 2014 to September 7, 2015.

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
Ledet Electrical Services

Joseph Ledet 8/7/14
(Name)

HUNTING LEASE

Contract No. 14-028/JW

Lease of 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County

STATE OF TEXAS §

KNOW ALL PERSONS BY THESE PRESENT

COUNTY OF JEFFERSON §

This Lease Agreement (the "Lease") is made and entered into by and between Jefferson County, Texas whose address is 1149 Pearl, Beaumont, Texas 77701 (hereinafter called "Lessor") and Robert A. Hoyt whose address is 5959 Baird Street, Groves, Texas 77619.

I

In consideration of the mutual covenants and agreements herein set forth and other good and valuable considerations, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, for the purpose hereinafter set forth, the real property described in Exhibit "A" attached hereto and made a part hereof (hereinafter called "Leased Premises") upon the following terms, conditions and provisions.

II

The term of this Lease shall be for a period of one year, beginning on August 5, 2014. Lessee, at Lessee's option shall have the exclusive right to renew this lease for four additional one-year lease terms. Each such lease term shall begin on August 5th of the year in which the previous lease term is to expire and end on August 4th of the following year.

III

Lessee agrees to pay Lessor rental of Two-Thousand two hundred twenty-two dollars and twenty cents (\$2,222.22) in consideration for each one-year lease term set out above. Said rental to be paid by Lessee to Lessor on or before August 4th of each of the above described lease terms.

IV

Lessee shall have the exclusive right to use the Leased Premises for hunting. Lessor shall have the right to enter on the Lease Premises at any time. Nothing herein shall restrict, or permit any interference by Lessee or anyone else with Lessor's use or development of the Leased Premises. Lessee shall use the Lease Premises only for the purpose for which intended herein, and shall conduct its hunting activities on the Leased Premises in a proper manner in accordance with good and sportsmanlike practices.

V

Lessor may not sell, convey, or mortgage the Leased Premises at any time during the term of this lease. Lessee agrees to remove any and all possessions from the Lease Premises within ninety (90) days after the termination of this Lease.

VI

Lessee agrees, at his expense, to a \$500,000 Combined Single Limit Policy. Certificate of Insurance must have Jefferson County listed as an "Additional Insured"; and shall be furnished to Jefferson County upon submission of a signed lease contract.

VII

Lessee shall indemnify and save harmless Lessor, its agents, servants, employees, representatives, successors and assigns from and against any and all claims, demands, loss, damages, expenses, including without limitation, injuries, deaths, and liability resulting from or in any way arising out of the exercise of its rights hereunder and the use of the Lease Premises by the Lessee.

VIII

Any written notices required or permitted hereunder shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified or registered first class mail, return receipt requested, addressed, as the case may be,

To Lessor Jefferson County, Texas
 1149 Pearl Street, 1st Floor
 Beaumont, TX 77701

To Lessee Robert A. Hoyt
 5959 Baird Street
 Groves, TX 77619

or to such other persons or other addresses as a party may specify by written notice pursuant to this paragraph.

IX

This Lease is binding upon Lessor, Lessee, and their respective heirs, successors, executors and administrators during the term hereof.

X

This Lease constitutes the entire agreement between Lessor and Lessee, and there are no covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings, either oral or written, between them concerning the Leased Premises other than those therein set forth. No subsequent alteration, amendment, change deletion or addition to this Lease shall be finding upon Lessor or Lessee unless in writing and signed by both Lessor and Lessee.

Executed this 25th day of AUGUST 2014.

LESSOR

LESSEE

Judge Jeff R. Branick
County Judge
Jefferson County, Texas



Robert A. Hoyt

State of Texas §
County of Jefferson §

ATTEST:

Carolyn L. Guidry
County Clerk

WORK AUTHORIZATION

Project Name: County of Jefferson – Phase II MS4 Permit Implementation Services
Contract Reference: General Services Contract between the County of Jefferson and Carroll & Blackman, Inc.

The County of Jefferson authorizes Carroll & Blackman, Inc. to perform the following tasks in connection with the County of Jefferson – Phase II MS4 Storm Water Permit implementation

Scope of Services:

The detailed scope is outlined in **Attachment A**.

Cost of Services:

The proposed scope will be compensated for on a time and materials (hourly) basis with a services estimate of **\$13,858.83**, not to be exceeded without prior authorization by the County of Jefferson. Hourly rates will be billed according to the attached Engineering Fee schedule.

Qualifications:

The services estimate is based on the scope which is outlined in **Attachment A**. Any change in scope may necessitate a supplement to this work authorization.

Carroll & Blackman, Inc.
Authorized By:

County of Jefferson
Accepted By:



Date: 8-14-14

Date:

Attachment A
Jefferson County Stormwater Quality Coalition
 Nederland, Port Neches, Groves, Port Arthur, Jefferson County, Jefferson County DD7
Estimated Budget

Permit Implementation Combined Activities

Key Implementation Activities by MCM	Permit Year 2 (FY 2015)	Permit Year 3 (FY 2016)	Permit Year 4 FY (2017)	Permit Year 5 FY (2018)
1.0 Public Education, Outreach, and Involvement				
Development of Public Education Materials				
Media Campaign				
Contractor Training and Outreach Program				
Reproduction Costs for Brochures, Flyers and other materials	\$15,179.00	\$13,719.00	\$13,027.00	\$13,027.00
Conduct Public Meetings				
SWMP Committee Meetings				
Record Maintenance/Data Entry				
2.0 Illicit Discharge Detection and Elimination				
Ordinance Enforcement Assistance				
Outfall Screening				
Maintain/Update Outfall Inventory Map	\$12,063.00	\$12,063.00	\$12,665.00	\$12,665.00
Record Maintenance/Data Entry				
3.0 Construction Site Stormwater Runoff Control				
Ordinance Enforcement Assistance				
Construction SWPPP Review				
Training Programs for Permitting Personnel	\$23,688.00	\$23,688.00	\$24,962.00	\$24,962.00
Monitor Permittee Owned Construction Projects				
Construction Site Inspections and Enforcement				
Record Maintenance/Data Entry				
4.0 Post-Construction Stormwater Management				
Ordinance Enforcement Assistance				
Inspection of Post-Construction Controls				
Training Programs for Plan Review Personnel	\$10,702.00	\$10,702.00	\$11,237.00	\$11,237.00
Plan Review Assistance				
Record Maintenance/Data Entry				
5.0 Good Housekeeping for Municipal Operations				
Employee Training Programs				
Municipal Facility Inspections	\$11,827.00	\$12,616.00	\$9,931.00	\$9,931.00
Development of Guidance Documents				
Record Maintenance/Data Entry				
Additional Services				
SWMP Revisions				
Permit Negotiations/Stakeholder Meetings	\$9,694.00	\$9,694.00	\$10,088.00	\$10,088.00
Development/Submittal of Annual Reports				
Total Annual Cost for Combined Activities	\$83,153.00	\$82,482.00	\$81,910.00	\$81,910.00
Cost per participant (based on 6)	\$13,858.83	\$13,747.00	\$13,651.67	\$13,651.67

**ENGINEERING FEES
2014**

Principal-Registered Professional Engineer.....	\$188.00 per hour
Senior Project Engineer.....	\$172.00 per hour
Senior Electrical Engineer.....	\$185.00 per hour
Project Engineer and Registered Professional Land Surveyor.....	\$151.00 per hour
Computer Programming Specialist.....	\$170.00 per hour
GIS Specialist.....	\$130.00 per hour
Senior Environmental Scientist.....	\$170.00 per hour
Environmental Project Manager.....	\$139.00 per hour
Environmental Scientist.....	\$108.00 per hour
Environmental Technician.....	\$ 98.00 per hour
Engineer In Training (EIT)	
Level 1.....	\$112.00 per hour
Level 2.....	\$122.00 per hour
Graduate Engineer.....	\$107.00 per hour
Technician VI (Project Manager, Sr. Designer, Real Property Spec.).....	\$137.00 per hour
Technician V (Designer, Survey Coordinator).....	\$115.00 per hour
Technician IV (Autographics Operator, Office Survey Technician).....	\$ 98.00 per hour
Technician III (Jr. Autographics Operator, Field Survey Party Chief).....	\$ 83.00 per hour
Technician II (Data Entry/Field Survey Technician).....	\$ 69.00 per hour
Resident Project Representative.....	\$ 101.00 per hour
Secretary/Typist.....	\$ 63.00 per hour

Reimbursable expenses such as outside reproduction services, courier service, photo processing, and sub-consultant services will be invoiced at cost plus 10%.

Rates are adjusted as necessary at the beginning of each calendar year to reflect increases in cost of operation, inflation, etc.

Invoices based on these rates or on any other contractual arrangements with Carroll & Blackman, Inc. are **NET 30 DAYS** unless specific arrangements/agreements are made. If payment is not received within 30 days, project work will proceed at our discretion. **Finance charges will be assessed on overdue accounts at the rate of 2% per month compounded daily.**



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent 

Date: August 18, 2014

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

August 25, 2014

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
DISTRICT ATTORNEY	4-DRAWER FILING CABINET		12075
DISTRICT ATTORNEY	4-DRAWER FILING CABINET		12072
DISTRICT ATTORNEY	4-DRAWER FILING CABINET		12352
DISTRICT ATTORNEY	DESK		
DISTRICT ATTORNEY	4-DRAWER FILING CABINET		11861
DISTRICT ATTORNEY	BOOK SHELF		11880
DISTRICT ATTORNEY	CHAIR		12427
DISTRICT ATTORNEY	CHAIR		12114
<i>contact person: Emily Beough</i>			
MAINTENANCE - CAFE	GEMINI COFFEE BREWER	28595	28114
<i>contact person: Angie Batchelor</i>			
SHERIFF	BROTHER FAX MACHINE	U60283K6J553615	
SHERIFF	CANON PRINTER	FCAB96978	
SHERIFF	CANON PRINTER	XAD103958	28417
SHERIFF	CANON PRINTER	FCVB96984	
SHERIFF	CANON PRINTER	XADT03961	28418
SHERIFF	BROTHER FAX MACHINE	U61325D8N524723	
SHERIFF	BROTHER TYPEWRITER	M0D105507	25613
SHERIFF	IBM PERSONAL WHEELWRITER 2 TYPEWRITER	11RRD15	4677
SHERIFF	CANON PRINTER		28299
SHERIFF	XEROX PHASER 8400 PRINTER		29700
<i>contact person: Dana Aguillard</i>			

Approved by Commissioners' Court: _____



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent *dc*

Date: August 18, 2014

Re: Surplus Property Auction

Consider and possibly approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) to be auctioned by Horn's Auction, Inc. The auction is scheduled for Saturday September 6, 2014 at 9:00 A.M.

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
 HORN AUCTION

September 6, 2014

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
COMMUNITY SUPERVISION	(4) CHAIRS		
COMMUNITY SUPERVISION	DESK ATTACHMENTS		
<i>contact person: Kristen Hancock</i>			
DISTRICT ATTORNEY	TELEVISION		12099
DISTRICT ATTORNEY	TELEVISION		27970
<i>contact person: Emily Beough</i>			
SHERIFF	BURGANDY STATIONARY CHAIR		NO TAG
SHERIFF	BURGANDY ROLLING CHAIR		NO TAG
<i>contact person: Dana Aguillard</i>			
TAX - BEAUMONT	BLACK PRINTER TONER CARTRIDGE (15)		
TAX - BEAUMONT	BROWN FABRIC CHAIR		31099
TAX - BEAUMONT	BROWN FABRIC CHAIR		NO TAG
TAX - BEAUMONT	BROWN FABRIC CHAIR		6034
TAX - BEAUMONT	BROWN FABRIC CHAIR		31101
TAX - BEAUMONT	BROWN FABRIC CHAIR		9067
TAX - BEAUMONT	HEATER		NO TAG
TAX - BEAUMONT	HEATER		5010
TAX - BEAUMONT	MAUVE STOOL FABRIC CHAIR		
TAX - BEAUMONT	BLUE FABRIC CHAIR		3610
TAX - BEAUMONT	BLACK LEATHER CHAIR		NO TAG
TAX - BEAUMONT	BLACK LEATHER CHAIR		NO TAG
<i>contact person: Debbie Bevilacqua</i>			

Approved by Commissioners' Court:

Loma George

From: Alex Rupp [arupp@co.jefferson.tx.us]
Sent: Thursday, August 21, 2014 11:27 AM
To: 'Loma George'; 'Fred Jackson'
Cc: 'Kathleen Kennedy'; 'Brent Weaver'
Subject: Lease Amendment
Attachments: Hotard Amendment.doc

Loma, I would like to place the attached lease amendment on the Court's agenda for Monday.

Consider and possibly authorize the County Judge to execute a lease amendment to the Hotard Coaches, Inc Rental Agreement.

Background:

Hotard Coaches has experienced an increase in the number of customers they serve. We have a parking lot available, what was previously Philpott's Hangar 7 Parking Lot. The hangar parking lot is approximately 4.5 acres and almost double the size of the parking lot Hotard is currently leasing. The amendment changes the terms of the lease in regards to the location premises and the amount of parking.

The revised premises will be approx 155,000 square feet (65,000 square foot increase) for \$31,000 annual rent (\$13,000 increase).

Kathleen Kennedy has reviewed the lease.

Please let me know if you have any questions.

Thank you,

Alex Rupp
Jack Brooks Regional Airport
4875 Parker Dr
Beaumont, TX 77705
Tel 409.719.4900
Fax 409.722.2830

**Like us on FaceBook!!
Flights Daily to DFW via American Eagle.**

AMENDMENT TO RENTAL AGREEMENT

THIS AMENDMENT RENTAL AGREEMENT (the "First Amendment"), is made and entered into effective this _____ day of _____, 2014, by and between Jefferson County, ("the lessor") and the Hotard Coaches, Inc. ("the lessee").

RECITALS

Whereas on January 21, 2014, Hotard Coaches, Inc. leased 89,742 square feet from Jefferson County for 33 months as shown in the attached lease;

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:

Amendment 1. Section 1 to the lease is hereby amended to read as follows:

1. Premises. For and in consideration of the rent and covenants contained Lessor hereby leases to the Lessee the exclusive use of the following:

- A. Area 1 – Containing approximately 155,000 square feet, more or less, of paved parking lot, located west of Hangar 7, known as 4605 Airport 3rd Street.

Amendment 2. Section 3 to the lease is hereby amended to read as follows:

3. Rentals. Lessee covenants and agrees to pay to Lessor rental as follows:

- A. Hangar 7 Parking Lot - \$2,583.33 per month.

Amendment 3. Section 10 to the lease is hereby amended to read as follows:

10. Lessee's Responsibilities. Lessee shall, at its own expense and risk, maintain the premises and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition, reasonable wear and tear and damage by fire, tornado or other casualty accepted. In the event Lessee should neglect to reasonably maintain the premises, Lessor shall have the right, but not the obligation, after written notice and a reasonable opportunity to correct the alleged condition, to cause repairs or corrections to be made, and any reasonable costs, shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

Lessee shall ensure that their customers will not park in other parking lots not identified in this lease. Lessee agrees that if their customers are found parking in areas outside of leased premises, lessee shall pay to Airport \$100 per vehicle per occurrence.

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.

Hotard Coaches, Inc.

Signed: _____
Natalie Barranco, COO
Hotard Coaches, Inc.

Fran Lee

From: Alex Rupp <arupp@co.jefferson.tx.us>
Sent: Tuesday, August 19, 2014 3:46 PM
To: 'Fran Lee'
Cc: 'Rhonda Brode'; 'Megan Landry'; 'Becky Fuselier'
Subject: Budget Transfer

Fran,

The HVAC unit at the Jerry Ware terminal is non operational. We've had multiple companies come out to give us an assessment. The unit is 30+ years old and was converted from a water chilled unit 20+ years ago. The inside unit has coils leaking refrigerant and it would be cost prohibitive to attempt to replace the coils.

The best option is to replace the HVAC system to a newer and more efficient unit.

The cost to replace the unit is \$13,675.00. I would like to request moving \$5,500 from 510.7091.463.40-11 (Equipment Miscellaneous), \$5,500 from 510.7091.463.40-19 (Runways), and \$2,675.00 from 510.7091.463.40-01 (Cooling and Heating) to 510.7091.463.60-13 (Capital Outlay – Cooling & Heating).

Please let me know if you have any questions.

Thank you,

Alex Rupp
Jack Brooks Regional Airport
4875 Parker Dr
Beaumont, TX 77705
Tel 409.719.4900
Fax 409.722.2830

Like us on FaceBook!!
Flights Daily to DFW via American Eagle.

LEGACY COMMUNITY DEVELOPMENT CORP.
P.O. BOX 194
PORT ARTHUR, TX 77641

1149

88-2352/1131
01

8/17/14

Date

Pay to the
Order of

Jefferson County
Twenty five thousand four hundred ~~no~~

\$ 25,450.²⁵

BRIDGE CITY BANK

BRIDGE CITY • ORANGE
(409) 736-3516

For

Cheek Pharriv final *William Lallan*

[Redacted]



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH
LAW ENFORCEMENT

CHIEF GEORGE MILLER
CORRECTIONS

CHIEF MARK DUBOIS
SERVICES

CHIEF RON HOBBS
NARCOTICS

MEMORANDUM

DATE: August 14, 2014

TO: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette Alfred

FROM: Mark Dubois
Deputy Chief, Services Division

RE: Tourniquet Project Donation from Beaumont Crime Stoppers

Please consider and possibly approve a donation from Beaumont Crime Stoppers. The donation is being made for the express purpose of buying 84 tourniquets for the Sheriff's Office. The amount of this donation is \$1,751.96.

Should you require further information please call.

Chief Mark Dubois
409-719-3871

BEAUMONT CRIME STOPPERS INC.
OPERATIONS ACCOUNT
P.O. BOX 12982
BEAUMONT, TX 77726

5162
88-7758/3131

PAY TO THE ORDER OF

Jesterson County Texas

DATE

8-11-14

One Thousand Seven Hundred Thirty One & 96/100

\$ 1,731.96

DOLLARS



SIGNATURE REQUIRED ON AMOUNTS OVER \$1000



880 S. M.L. King, Jr. Parkway
Beaumont, TX 77701

FOR

Patrol Officer P. J. Jester

Jim Kuntz

⑆31317758⑆⑆0000⑆⑆59⑆2⑆ 5162

MP



CRIME STOPPERS

P.O. Box 12982
 BEAUMONT, TX 77726-2982
 WWW.833TIPS.COM
 409-833-8447

BOARD OF DIRECTORS

Executive Committee

Roy West
 Chairman
 Larry Crumpton
 Vice-Chairman
 Vernice Monroe
 Secretary
 Tim Funchess
 Treasurer

Board Members

Robert Blackwell
 Sheila Briggs
 Mike Fuljenz
 William Holton
 Kent Houp
 Doug Landry
 Emerson Lane
 James J. Love
 David Lowell
 Stephan Oubre
 Ty Riley

Affiliated Agencies

Beaumont Police Department
 Jefferson County Sheriff's Office
 Groves Police Department
 Nederland Police Department
 Port Arthur Police Department
 Port Neches Police Department
 Hardin County Sheriff's Office
 Lumberton Police Department
 Kountze Police Department

Management Consultant

Cindy Bloodsworth
 Email: admin@833tips.com
 409.880.1092

August 12, 2014

Jefferson County Sheriff's Department
 Attn: Sheriff Mitch Woods
 1001 Pearl
 Beaumont, TX 77701

RE: Tourniquet Project Donation

Dear Sheriff Woods,

Enclosed is Crime Stopper's contribution of \$1,731.96 to the Jefferson County Sheriff's Department. This donation is made for the express purpose of buying 84 tourniquets for your agency.

We are pleased to be able to offer this gift to better equip your officers with this life-saving tool. Hopefully the need to use one will never happen - but if it does, it will make an important difference.

At Crime Stoppers we believe that strong, productive communities must first be safe communities. We are proud of the partnership we share with you in helping solve and prevent crime. If there are other areas of programming you would like to see from us, please let us know.

As always, we appreciate the hard work you all do to make Southeast Texas a better place to live, work and play.

Sincerely,

Board of Directors
 Crime Stoppers

Patrick Swain

From: Jeff Branick <jbranick@co.jefferson.tx.us>
Sent: Wednesday, August 13, 2014 3:08 PM
To: 'Commissioner Alfred'; 'Eddie Arnold'; 'Commissioner Michael Sinegal'; 'Brent Weaver';
'Patrick Swain'; 'Don Rao'; 'Fred Jackson'
Cc: 'Deb Clark'; kkennedy@co.jefferson.tx.us
Subject: Port Arthur Indigent Health Clinic

Follow Up Flag: Follow up
Flag Status: Flagged

Gentlemen---As you will recall, we took over a portion of abandoned roadway (the old Shreveport Ave.) in Port Arthur and have approved plans through our GLO grant to build our indigent health facility. The plans call for the parking lot to extend entirely across the old Shreveport roadway. Unfortunately, under Texas law, when a city abandons a roadway as Port Arthur did in this instance, half of the roadway goes to each adjoining landowner. In this case, half went to Jefferson County and half to a gentleman named Ed Kestler who works for the Port Arthur News. Don and I met with Mr. Kestler down at the property several weeks ago and I tentatively offered him \$3100 for the property we need to start construction. He has now called me back and supplied comparable property sales in the area that would make the value of the property \$6000. In addition, he wants a deed restriction or other written guarantee from the county that the parking lot of the indigent health facility will be closed during Mardi Gras because both he and the Museum of the Gulf Coast make money charging people for parking during Mardi Gras.

Jeff Branick
County Judge
Jefferson County Courthouse
1149 Pearl St.
Beaumont, Texas 77701
Phone: (409)835-8466
Fax: (409)839-2311

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	106.65	397544	
WARREN'S DO-NUTS	57.39	397606	
			164.04**
ROAD & BRIDGE PCT.#1			
TRANTEX, INC.	475.00	397562	
DEPARTMENT OF INFORMATION RESOURCES	.03	397566	
DE LAGE LANDEN PUBLIC FINANCE	73.36	397654	
			548.39**
ROAD & BRIDGE PCT.#2			
APAC, INC. - TROTTI & THOMSOM	422.94	397464	
BEAUMONT TRACTOR COMPANY	38.44	397468	
EASTEX RUBBER & GASKET	67.11	397480	
MUNRO'S	18.69	397515	
OFFICE DEPOT	28.49	397519	
RITTER @ HOME	118.77	397529	
TAC - TEXAS ASSN. OF COUNTIES	225.00	397539	
TRI-CON, INC.	10,968.85	397543	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	397545	
DEPARTMENT OF INFORMATION RESOURCES	.02	397566	
PATHMARK TRAFFICE PRODUCTS OF TEXAS	1,983.77	397591	
BUMPER TO BUMPER	76.87	397599	
CENTERPOINT ENERGY RESOURCES CORP	40.12	397602	
NEW WAVE WELDING TECHNOLOGY	6.82	397621	
DE LAGE LANDEN PUBLIC FINANCE	104.00	397654	
ASCO	55.95	397669	
			14,234.96**
ROAD & BRIDGE PCT. # 3			
BRANCE KRACHY CO., INC.	24.32	397469	
GULF COAST AUTOMOTIVE, INC.	140.12	397492	
ENERGY	303.38	397494	
HARBOR FREIGHT TOOLS	141.98	397497	
KAY ELECTRONICS, INC.	89.00	397507	
MUNRO'S	18.23	397515	
OFFICE DEPOT	95.04	397519	
OIL CITY TRACTORS, INC.	264.91	397520	
WEAVER, FALGOUT, & CARRUTH, INC.	183.57	397549	
HOWARD'S AUTO SUPPLY	55.03	397559	
DEPARTMENT OF INFORMATION RESOURCES	.06	397566	
US POSTAL SERVICE	490.00	397576	
CENTERPOINT ENERGY RESOURCES CORP	29.38	397602	
BILL WILLIAMS	200.00	397613	
DE LAGE LANDEN PUBLIC FINANCE	154.80	397654	
US POSTAL SERVICE	490.00	397697	
			2,679.82**
ROAD & BRIDGE PCT.#4			
RB EVERETT & COMPANY, INC.	215.19	397483	
GULF COAST SCREW & SUPPLY	161.39	397493	
M&D SUPPLY	171.68	397510	
MUNRO'S	72.93	397515	
OIL CITY TRACTORS, INC.	29.31	397520	
PARTS EXCHANGE COMPANY, INC.	190.00	397522	
TRI-CON, INC.	5,114.34	397543	
ACORN STEEL	34.00	397558	
EVERETT D ALFRED	108.20	397589	
MARTIN PRODUCT SALES LLC	19,954.11	397609	
DE LAGE LANDEN PUBLIC FINANCE	45.68	397654	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	338.72	397680	
PETROLEUM MATERIALS LLC	215.25	397685	
GCR TIRES & SERVICE	295.62	397688	
SHOPPA'S FARM SUPPLY	19.30	397692	
			26,965.72**
ENGINEERING FUND			
CDW COMPUTER CENTERS, INC.	368.88	397561	
DE LAGE LANDEN PUBLIC FINANCE	105.34	397654	
			474.22**
GENERAL FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. CLERK	2,810.55	397454	2,810.55*
TAX OFFICE			
THE EXAMINER	825.00	397484	
HERNANDEZ OFFICE SUPPLY, INC.	398.00	397499	
OFFICE DEPOT	156.28	397519	
PITNEY BOWES, INC.	520.00	397525	
CDW COMPUTER CENTERS, INC.	83.52	397561	
DEPARTMENT OF INFORMATION RESOURCES	.22	397566	
UNITED STATES POSTAL SERVICE	1,077.46	397570	
US POSTAL SERVICE	33,424.05	397576	
ATTABOY TERMITE & PEST CONTROL	41.22	397631	
DE LAGE LANDEN PUBLIC FINANCE	506.82	397654	
US POSTAL SERVICE	33,424.05	397698	70,456.62*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	2.03	397570	
DE LAGE LANDEN PUBLIC FINANCE	105.34	397654	107.37*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	19.03	397570	
DE LAGE LANDEN PUBLIC FINANCE	148.43	397654	167.46*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	307.91	397570	
CANON FINANCIAL SERVICES INC	567.00	397666	874.91*
COUNTY JUDGE			
CHEROKEE COUNTY CLERK	1,716.00	397476	
JAN GIROUARD & ASSOCIATES	400.00	397489	
UNITED STATES POSTAL SERVICE	1.96	397570	
THE YOES LAW FIRM, LLP	500.00	397605	
KIMBERLY PHELAN, P.C.	200.00	397607	
GRACE NICHOLS	1,600.00	397627	
FRANCES BLAIR BETHEA	500.00	397636	
HARVEY L WARREN III	1,600.00	397638	
DE LAGE LANDEN PUBLIC FINANCE	105.34	397654	6,623.30*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	9.74	397570	
DE LAGE LANDEN PUBLIC FINANCE	77.40	397654	87.14*
COUNTY TREASURER			
CASH ADVANCE ACCOUNT	572.16	397505	
UNITED STATES POSTAL SERVICE	265.17	397570	
DE LAGE LANDEN PUBLIC FINANCE	105.34	397654	942.67*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	1,320.88	397521	
STAR GRAPHICS COPIERS, INC.	614.21	397538	
DE LAGE LANDEN PUBLIC FINANCE	1,198.98	397654	3,134.07*
PURCHASING DEPARTMENT			
HERNANDEZ OFFICE SUPPLY, INC.	32.02	397499	
PORT ARTHUR NEWS, INC.	1,127.04	397526	
UNITED STATES POSTAL SERVICE	9.23	397570	
DE LAGE LANDEN PUBLIC FINANCE	105.34	397654	1,273.63*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,587.22	397466	
CASH ADVANCE ACCOUNT	55.00	397505	
OLMSTED-KIRK PAPER	1,581.00	397521	
TRI-CITY COFFEE SERVICE	118.95	397544	

NAME	AMOUNT	CHECK NO.	TOTAL
TOWER COMMUNICATIONS, INC. DYNAMEX INC	2,435.00 229.96	397568 397679	6,007.13*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC. DE LAGE LANDEN PUBLIC FINANCE	262.40 148.43	397561 397654	410.83*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	148.85 73.36	397570 397654	222.21*
ELECTIONS DEPARTMENT			
THE EXAMINER CDW COMPUTER CENTERS, INC. UNITED STATES POSTAL SERVICE ENTERPRISE RENT-A-CAR	850.00 132.40 70.81 296.98	397484 397561 397570 397620	1,350.19*
DISTRICT ATTORNEY			
CAMEO / SABINE NECHES TRAVEL GT DISTRIBUTORS, INC. JEFFERSON CTY. BAR ASSOCIATION CASH ADVANCE ACCOUNT OFFICE DEPOT TDCAA BOOK ORDERS UNITED STATES POSTAL SERVICE LEXIS-NEXIS CHILD ABUSE & FORENSIC SERVICES RECALL TOTAL INFORMATION MANAGEMENT DE LAGE LANDEN PUBLIC FINANCE BRIAR ENTERPRISES THOMSON REUTERS-WEST LOGAN CAMPBELL	1,252.40 387.43 60.00 1,215.16 1,069.44 220.00 263.03 98.00 125.00 1,684.91 636.38 325.00 1,810.80 170.00	397470 397487 397503 397505 397519 397540 397570 397571 397578 397594 397654 397658 397670 397696	9,317.55*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	157.94 125.46	397570 397654	283.40*
CRIMINAL DISTRICT COURT			
JACK LAWRENCE CHEROKEE COUNTY CLERK UNITED STATES POSTAL SERVICE CAROLYN WIEDENFELD JASON ROBERT NICKS DE LAGE LANDEN PUBLIC FINANCE JAMES R. MAKIN, P.C.	794.53 407.00 21.52 800.00 600.00 77.40 2,625.00	397458 397476 397570 397583 397637 397654 397655	5,325.45*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	29.95 1.62 77.40	397536 397570 397654	108.97*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	.81 73.36	397570 397654	74.17*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE LEXIS-NEXIS DE LAGE LANDEN PUBLIC FINANCE	1.62 51.00 73.36	397570 397571 397654	125.98*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	.41 77.40	397570 397654	77.81*
252ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
GAYLYN COOPER	800.00	397457	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	800.00	397467	
UNITED STATES POSTAL SERVICE	253.81	397570	
SUMMER TANNER	1,547.15	397610	
CANON FINANCIAL SERVICES INC	249.00	397666	
MATUSKA LAW FIRM	250.00	397681	
279TH DISTRICT COURT			3,899.96*
GAYLYN COOPER	1,050.00	397457	
PHILLIP DOWDEN	150.00	397462	
LAIRO DOWDEN, JR.	1,975.00	397477	
JIMMY D. HAMM	825.00	397496	
ANITA F. PROVO	225.00	397528	
BRACK JONES JR.	325.00	397556	
CHARLES ROJAS	1,150.00	397563	
GLEN M. CROCKER	325.00	397575	
CAROLYN WIEDENFELD	500.00	397583	
JOEL WEBB VAZQUEZ	325.00	397598	
KIMBERLY PHELAN, P.C.	562.50	397607	
MICHAEL WALZEL	500.00	397628	
JONATHAN L. STOVALL	300.00	397649	
STEFANIE L. ADAMS, ATTORNEY AT LAW	225.00	397650	
DE LAGE LANDEN PUBLIC FINANCE	285.95	397654	
GORDON D. FRIESZ	500.00	397659	
MATUSKA LAW FIRM	400.00	397681	
TARA SHELANDER	500.00	397684	
317TH DISTRICT COURT			10,123.45*
CASH ADVANCE ACCOUNT	1,628.45	397505	
UNITED STATES POSTAL SERVICE	25.92	397570	
DE LAGE LANDEN PUBLIC FINANCE	77.40	397654	
JUSTICE COURT-PCT 1 PL 1			1,731.77*
KIRKSEY'S SPRINT PRINTING	30.15	397508	
MANNINGS SCHOOL SUPPLY	19.95	397511	
UNITED STATES POSTAL SERVICE	46.80	397570	
DE LAGE LANDEN PUBLIC FINANCE	125.00	397654	
JUSTICE COURT-PCT 1 PL 2			221.90*
DE LAGE LANDEN PUBLIC FINANCE	73.36	397654	
JUSTICE COURT-PCT 4			73.36*
DEPARTMENT OF INFORMATION RESOURCES	.45	397566	
DE LAGE LANDEN PUBLIC FINANCE	104.00	397654	
JUSTICE COURT-PCT 6			104.45*
UNITED STATES POSTAL SERVICE	60.94	397570	
DE LAGE LANDEN PUBLIC FINANCE	73.36	397654	
JUSTICE COURT-PCT 7			134.30*
DEPARTMENT OF INFORMATION RESOURCES	.10	397566	
JUSTICE OF PEACE PCT. 8			.10*
DE LAGE LANDEN PUBLIC FINANCE	265.00	397654	
COUNTY COURT AT LAW NO.1			265.00*
UNITED STATES POSTAL SERVICE	2.84	397570	
COUNTY COURT AT LAW NO. 2			2.84*
TRAVIS EVANS	300.00	397482	
UNITED STATES POSTAL SERVICE	25.60	397570	
LAURIE PEROZZO	250.00	397633	
DE LAGE LANDEN PUBLIC FINANCE	73.36	397654	
COUNTY COURT AT LAW NO. 3			648.96*

NAME	AMOUNT	CHECK NO.	TOTAL
GAYLYN COOPER	250.00	397457	
TRAVIS EVANS	250.00	397482	
MARVA PROVO	250.00	397527	
CHARLES ROJAS	250.00	397563	
UNITED STATES POSTAL SERVICE	35.80	397570	
NORMAN DESMARAIS JR.	250.00	397635	
DE LAGE LANDEN PUBLIC FINANCE	73.36	397654	
SAMUEL & SON LAW FIRM PLLC	750.00	397690	
			2,109.16*
COURT MASTER			
JUDGE LARRY GIST	3,134.90	397488	
UNITED STATES POSTAL SERVICE	1.22	397570	
DE LAGE LANDEN PUBLIC FINANCE	104.00	397654	
			3,240.12*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	10.93	397570	
DE LAGE LANDEN PUBLIC FINANCE	73.36	397654	
			84.29*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	332.16	397654	
			332.16*
SHERIFF'S DEPARTMENT			
GUARDIAN FORCE	108.00	397456	
COTTON CARGO	39.00	397475	
EQUINE MEDICINE & SURGERY	28.00	397481	
FED EX	20.20	397485	
HERNANDEZ OFFICE SUPPLY, INC.	13.82	397499	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	369.00	397502	
MOORMAN & ASSOCIATES, INC.	300.00	397514	
OFFICE DEPOT	1,210.03	397519	
BROWNELLS, INC.	343.42	397554	
CDW COMPUTER CENTERS, INC.	189.07	397561	
DEPARTMENT OF INFORMATION RESOURCES	2.63	397566	
VERIZON WIRELESS	2,849.27	397567	
UNITED STATES POSTAL SERVICE	1,181.01	397570	
SHI GOVERNMENT SOLUTIONS, INC.	967.20	397573	
LOWE'S HOME CENTERS, INC.	413.25	397581	
FIVE STAR FEED	105.45	397593	
CODE BLUE	507.00	397597	
LEADSONLINE	5,508.00	397618	
3 L PRINTING	25.00	397646	
DE LAGE LANDEN PUBLIC FINANCE	977.64	397654	
THOMSON REUTERS-WEST	510.90	397670	
HG2 EMERGENCY LIGHTING	545.00	397689	
			16,212.89*
CRIME LABORATORY			
ABACUS DIAGNOSTIC, INC.	654.00	397461	
FISHER SCIENTIFIC	194.50	397486	
CASH ADVANCE ACCOUNT	991.29	397505	
LABCONCO, INC.	2,473.15	397509	
OFFICE DEPOT	118.36	397519	
SEROLOGICAL RESEARCH INSTITUTE	41.79	397533	
SOUTHEAST TEXAS WATER	81.90	397536	
CERILLIANT	120.75	397585	
SPECTRUM LABORATORY PRODUCTS	118.31	397586	
CAYMAN CHEMICAL COMPANY	289.00	397639	
LIPOMED	111.00	397645	
SIRCHIE FINGER PRINT LABORATORIES	500.11	397651	
DE LAGE LANDEN PUBLIC FINANCE	104.00	397654	
STEVE MAYES	22.85	397695	
			5,821.01*
JAIL - NO. 2			
HILO / O'REILLY AUTO PARTS	3.49	397453	
JOHNSTONE SUPPLY	25.44	397459	
CITY OF BEAUMONT - WATER DEPT.	18,262.28	397473	
DYNAMIC POWER SYSTEM, INC.	130.92	397478	
ECOLAB	399.90	397479	

NAME	AMOUNT	CHECK NO.	TOTAL
W.W. GRAINGER, INC.	78.96	397490	
HERNANDEZ OFFICE SUPPLY, INC.	67.41	397499	
JACK BROOKS REGIONAL AIRPORT	1,367.03	397504	
M&D SUPPLY	113.39	397510	
FRED MILLER STORES	107.80	397512	
MOORE SUPPLY, INC.	117.93	397513	
OFFICE DEPOT	1,159.26	397519	
PETTY CASH - SHERIFF'S OFFICE	401.75	397523	
SANITARY SUPPLY, INC.	5,508.72	397531	
SCOTT EQUIPMENT, INC.	323.24	397532	
SHERWIN-WILLIAMS	2,061.81	397535	
WASTE MGT. GOLDEN TRIANGLE, INC.	2,820.51	397547	
WILLBANKS & ASSOCIATES	1,386.70	397551	
WORTH HYDROCHEM	327.00	397552	
CLASSEN BUCK SEMINAR INC	169.50	397555	
DEPARTMENT OF INFORMATION RESOURCES	7.58	397566	
LOWE'S HOME CENTERS, INC.	17.36	397581	
INTERCONTINENTAL JET CORP	571.85	397601	
BELT SOURCE	82.46	397608	
AIRGAS SOUTHWEST	395.85	397619	
WORLD FUEL SERVICES	1,600.31	397634	
FIVE STAR CORRECTIONAL SERVICE	19,242.73	397643	
DE LAGE LANDEN PUBLIC FINANCE	1,366.16	397654	
LIQUID CAPITAL EXCHANGE INC	1,612.73	397657	
FROGWASH PRESSURE WASHING	800.00	397671	
KROPP HOLDINGS INC	1,952.69	397675	
JUVENILE PROBATION DEPT.			62,482.76*
EDWARD B. GRIPON, M.D., P.A.	1,175.00	397491	
CASH ADVANCE ACCOUNT	262.00	397505	
DEPARTMENT OF INFORMATION RESOURCES	1.03	397566	
UNITED STATES POSTAL SERVICE	4.75	397570	
SHANNA CITIZEN	86.80	397584	
DE LAGE LANDEN PUBLIC FINANCE	221.79	397654	
JUVENILE DETENTION HOME			1,751.37*
LABATT FOOD SERVICE	2,785.91	397465	
CITY OF BEAUMONT - WATER DEPT.	3,242.16	397473	
OAK FARM DAIRY	320.65	397557	
CHARMTEX INC.	69.80	397595	
CENTERPOINT ENERGY RESOURCES CORP	502.25	397602	
ATTABOY TERMITE & PEST CONTROL	80.00	397631	
A1 FILTER SERVICE COMPANY	183.79	397662	
CONSTABLE PCT 1			7,184.56*
UNITED STATES POSTAL SERVICE	119.59	397570	
CODE BLUE	80.00	397597	
DE LAGE LANDEN PUBLIC FINANCE	332.00	397654	
CONSTABLE-PCT 2			531.59*
OFFICE DEPOT	817.77	397519	
CONSTABLE-PCT 4			817.77*
W.W. GRAINGER, INC.	42.44	397490	
SAM'S WESTERN WEAR, INC.	170.95	397530	
DEPARTMENT OF INFORMATION RESOURCES	.18	397566	
DE LAGE LANDEN PUBLIC FINANCE	229.00	397654	
CONSTABLE-PCT 6			442.57*
UNITED STATES POSTAL SERVICE	11.97	397570	
CODE BLUE	512.00	397597	
DE LAGE LANDEN PUBLIC FINANCE	73.36	397654	
CONSTABLE PCT. 7			597.33*
OFFICE DEPOT	58.95	397519	
AT&T	29.70	397537	

NAME	AMOUNT	CHECK NO.	TOTAL
DEPARTMENT OF INFORMATION RESOURCES CODE BLUE	.16 294.00	397566 397597	382.81*
CONSTABLE PCT. 8			
OFFICE DEPOT PRODUCTIVITY CENTER, INC. DE LAGE LANDEN PUBLIC FINANCE	249.77 295.00 332.00	397519 397600 397654	876.77*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT UNITED STATES POSTAL SERVICE BARBARA EVANS DE LAGE LANDEN PUBLIC FINANCE EMILEE BEAN	129.55 1.22 501.63 148.43 478.36	397519 397570 397625 397654 397677	1,259.19*
HEALTH AND WELFARE NO. 1			
ENTERGY UNITED STATES POSTAL SERVICE CENTERPOINT ENERGY RESOURCES CORP DE LAGE LANDEN PUBLIC FINANCE THE MEDICAL PROTECTIVE COMPANY	70.00 67.89 21.50 480.43 4,035.00	397495 397570 397603 397654 397672	4,674.82*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC. OFFICE DEPOT TIME WARNER COMMUNICATIONS DE LAGE LANDEN PUBLIC FINANCE THE MEDICAL PROTECTIVE COMPANY	1,420.00 7.78 78.14 178.70 4,035.00	397474 397519 397542 397654 397672	5,719.62*
NURSE PRACTITIONER			
NSO - NURSES SERVICE ORGANIZATION GEORGE V. ZUZUKIN, M.D. DE LAGE LANDEN PUBLIC FINANCE	1,774.00 1,000.00 73.36	397450 397460 397654	2,847.36*
CHILD WELFARE UNIT			
J.C. PENNEY'S SEARS COMMERCIAL CREDIT	1,704.21 1,636.04	397579 397580	3,340.25*
ENVIRONMENTAL CONTROL			
AT&T DEPARTMENT OF INFORMATION RESOURCES CANON FINANCIAL SERVICES INC	37.70 .33 214.00	397537 397566 397666	252.03*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC DISPENSARY OF HOPE LLC	39,433.20 4,600.00	397673 397691	44,033.20*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE CITY OF BEAUMONT - LANDFILL CINTAS, INC. CITY OF BEAUMONT - WATER DEPT. M&D SUPPLY SANITARY SUPPLY, INC. ACE IMAGEWEAR AT&T TRI-CON, INC. DEPARTMENT OF INFORMATION RESOURCES T.R.E.S. AT&T GLOBAL SERVICES NEDERLAND FRAME SHOP DE LAGE LANDEN PUBLIC FINANCE AI FILTER SERVICE COMPANY MEMBER'S BUILDING MAINTENANCE LLC	266.45 192.50 466.96 441.27 107.47 64.27 187.90 67.40 4,097.39 7,075.33 10,116.34 2,835.00 615.00 73.36 732.70 22,687.76	397449 397463 397472 397473 397510 397531 397534 397537 397543 397566 397582 397590 397642 397654 397662 397678	50,027.10*
MAINTENANCE-PORT ARTHUR			

NAME	AMOUNT	CHECK NO.	TOTAL
GUARDIAN FORCE	379.00	397456	
NOACK LOCKSMITH	26.00	397516	
OFFICE DEPOT	249.21	397519	
SANITARY SUPPLY, INC.	855.68	397531	
WASTE MGT. GOLDEN TRIANGLE, INC.	1,089.92	397546	
DEPARTMENT OF INFORMATION RESOURCES	5.17	397566	
SOLAR	173.67	397574	
ATTABOY TERMITE & PEST CONTROL	140.49	397631	
PARKER LUMBER	118.86	397644	
DE LAGE LANDEN PUBLIC FINANCE	150.76	397654	
DALE'S POOLS	417.59	397668	
PETROLEUM MATERIALS LLC	100.50	397685	
MAINTENANCE-MID COUNTY			3,706.85*
ACE IMAGEWEAR	55.82	397534	
WASTE MGT. GOLDEN TRIANGLE, INC.	72.50	397545	
NEDERLAND HARDWARE SUPPLY	15.79	397550	
CENTERPOINT ENERGY RESOURCES CORP	88.17	397602	
DE LAGE LANDEN PUBLIC FINANCE	77.40	397654	
SERVICE CENTER			309.68*
W.W. GRAINGER, INC.	69.24	397490	
J.K. CHEVROLET CO.	47.55	397501	
JERRY'S AUTOMOTIVE	91.50	397506	
PHILPOTT MOTORS, INC.	72.33	397524	
TRI-CON, INC.	10,684.61	397543	
BUMPER TO BUMPER	95.57	397599	
AMERICAN TIRE DISTRIBUTORS	743.84	397626	
UNIFIRST HOLDINGS INC	22.23	397632	
DE LAGE LANDEN PUBLIC FINANCE	73.36	397654	
MIGHTY OF SOUTHEAST TEXAS	33.09	397660	
VETERANS SERVICE			11,794.84*
DE LAGE LANDEN PUBLIC FINANCE	464.62	397654	
MOSQUITO CONTROL FUND			464.62*
			358,284.22**
HILO / O'REILLY AUTO PARTS	38.23	397453	
JACK BROOKS REGIONAL AIRPORT	1,776.71	397504	
PHILPOTT MOTORS, INC.	2,740.56	397524	
SANITARY SUPPLY, INC.	68.87	397531	
FASTENAL	20.86	397560	
DEPARTMENT OF INFORMATION RESOURCES	.11	397566	
CENTERPOINT ENERGY RESOURCES CORP	27.60	397602	
CROP PRODUCTION SERVICES	9,684.00	397629	
DE LAGE LANDEN PUBLIC FINANCE	73.36	397654	
RELADYNE	332.48	397676	
FAMILY GROUP CONFERENCING			14,762.78**
DE LAGE LANDEN PUBLIC FINANCE	77.40	397654	
J.C. FAMILY TREATMENT CT.			77.40**
BEAUMONT OCCUPATIONAL SERVICE, INC.	346.55	397577	
STORMY G CRIBB	2,025.00	397624	
LAW LIBRARY FUND			2,371.55**
THOMSON REUTERS-WEST	782.00	397670	
EMPG GRANT			782.00**
INTERSTATE ALL BATTERY CENTER - BMT	149.97	397630	
JUVENILE TJPC-A-2014-123			149.97**
CASH ADVANCE ACCOUNT	1,839.87	397505	
HAYS COUNTY	7,595.00	397553	

NAME	AMOUNT	CHECK NO.	TOTAL
BI INCORPORATED	206.00	397564	
OMNICARE SAN ANTONIO	133.70	397611	
JUVENILE PROB & DET. FUND			9,774.57**
HAYS COUNTY	12,600.00	397553	
COMMUNITY SUPERVISION FND			12,600.00**
JOSEPH P. CHAMP	183.12	397452	
CORRECTIONAL COUNSELING, INC.	646.17	397455	
CASH ADVANCE ACCOUNT	421.00	397505	
OFFICE DEPOT	43.98	397519	
TIME WARNER COMMUNICATIONS	78.14	397541	
DEPARTMENT OF INFORMATION RESOURCES	2.56	397566	
UNITED STATES POSTAL SERVICE	140.04	397570	
JEFF. CO. WOMEN'S CENTER			1,515.01**
AT&T	127.74	397537	
DEPARTMENT OF INFORMATION RESOURCES	.71	397566	
DE LAGE LANDEN PUBLIC FINANCE	292.40	397654	
COMMUNITY CORRECTIONS PRG			420.85**
DE LAGE LANDEN PUBLIC FINANCE	115.38	397654	
DRUG DIVERSION PROGRAM			115.38**
DE LAGE LANDEN PUBLIC FINANCE	115.38	397654	
DRUG INTERVENTION COURT			115.38**
HAZELDEN EDUCATIONAL MAT	548.90	397498	
REDWOOD TOXICOLOGY LABORATORY	995.00	397612	
FMS PRODUCTIONS	1,381.00	397665	
REGIONAL COMM. SAVNS			2,924.90**
DEPARTMENT OF INFORMATION RESOURCES	533.28	397566	
DEPUTY SHERIFF EDUCATION			533.28**
TEXAS ASSOC OF HOSTAGE NEGOTIATORS	100.00	397661	
HOTEL OCCUPANCY TAX FUND			100.00**
ENTERGY	1,677.38	397494	
OFFICE DEPOT	129.28	397519	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	397548	
DEPARTMENT OF INFORMATION RESOURCES	3.00	397566	
SOUTHEAST TEXAS ARTS COUNCIL	1,500.00	397587	
FORD PARK	35,914.00	397592	
SEA RIM STATE PARK	4,728.63	397596	
STARS OVER TEXAS SOFTBALL	1,150.00	397614	
STARS OVER TEXAS SOFTBALL	4,950.00	397615	
STARS OVER TEXAS SOFTBALL	2,775.00	397616	
TOP DOG SOFTBALL CLUB	1,075.00	397622	
DE LAGE LANDEN PUBLIC FINANCE	431.67	397654	
GT BASEBALL	2,750.00	397663	
SAM'S CLUB DIRECT	70.32	397664	
DISTRICT CLK RECORDS MGMT			57,233.40**
DE LAGE LANDEN PUBLIC FINANCE	210.68	397654	
FBI FIRING RANGE REPAIR			210.68**
KNIFE RIVER	682.50	397617	
CAPITAL PROJECTS FUND			682.50**
THE HEARTFIELD LAW FIRM	2,977.34	397647	

NAME	AMOUNT	CHECK NO.	TOTAL
YESCO	1,009.73	397682	3,987.07**
AIRPORT FUND			
ENERGY	5.10	397494	
DEPARTMENT OF INFORMATION RESOURCES	.75	397566	
CENTERPOINT ENERGY RESOURCES CORP	100.81	397602	
DE LAGE LANDEN PUBLIC FINANCE	177.36	397654	284.02**
AIRPORT IMPROVE. GRANTS			
QED AIRPORT & AVIATION CONSULTANTS	7,570.00	397640	
GARVER LLC	5,880.00	397641	13,450.00**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	96,750.50	397648	
UNITED STATES TREASURY	761.14	397693	97,511.64**
LIABILITY CLAIMS ACCOUNT			
DUNHAM HALLMARK PLLC	12,745.18	397656	
JON JOHNETTE MORRISON	943.50	397694	13,688.68**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	12,717.92	397604	12,717.92**
SHERIFF'S FORFEITURE FUND			
CACTUS USED CARS	1,100.00	397451	
HERNANDEZ OFFICE SUPPLY, INC.	11.75	397499	
RONALD L. HOBBS	586.00	397500	
SHORELINE MARINE INC	321.00	397683	2,018.75**
GUARDIANSHIP FEE			
JUSTIN G SANDERSON	200.00	397667	200.00**
MARINE DIVISION			
CHEMAX CORP.	1,396.90	397471	
JACK BROOKS REGIONAL AIRPORT	340.36	397504	
DEPARTMENT OF INFORMATION RESOURCES	136.32	397566	
VERIZON WIRELESS	873.77	397567	
SIERRA SPRING WATER CO. - BT	55.64	397572	
EDWARD MARTIN	129.75	397588	
SNAP-ON-TOOLS	25.65	397623	
SOUTHERN ARMS AND MFG LLC	3,000.00	397674	
ONE BOAT RESCUE BOATS	2,146.50	397686	
MARITIME LICENSE TRAINING CO	4,000.00	397687	12,104.89**
			663,683.99***

**Jefferson County Clerk
Proposed Records Archive Plan
For Fiscal Year 2014-2015**

In accordance with Local Government Code Sec. 118.025, the Jefferson County Clerk, Carolyn L. Guidry, proposes the following expenditures be made from funds collected under this section by imposition of a "Records Archive" fee which was adopted by the Jefferson County Commissioners' Court on August 4, 2003 and which was effective September 1, 2003:

Overtime Allowance <i>(Acceptance and proofing of documents, returned from contracted vendors outside of normal business hours)</i>	\$ 2,000.00
Contractual Preservation Project <i>(Preservation, Restoration, and Imaging of Records created before 1990 – Outsource via RFP specs)</i>	\$ 150,000.00
Contractual Service <i>Offsite Storage of Records</i>	\$.00
Stationery & Office Supplies <i>(Microfilm Supplies, Barcode labels, Scanner consumables, and other supplies used in the Preservation and Restoration of Records filed before 1990)</i>	\$.00
Capital Outlay <i>(Duplex scanners and microfilm processor for archival storage of records filed before 1990)</i>	\$.00
Salaries-Deputy County Clerks <i>(Salaries, Benefits & Salary Supplements of staff working on the Preservation and Restoration of the County Clerk's Records Archive)</i>	\$ 7,000.00
Extra Help <i>(Salaries for temporary/part-time extra help to work on the Preservation and Restoration of the County Clerk's Records Archive)</i>	\$ 100,000.00
Fringe Benefits	\$ 27,523.00
Total Proposed Expenditures	\$ 286,523.00

ORDER OF GENERAL ELECTION

(ORDEN DE ELECCION GENERAL)

An election is hereby ordered to be held on November 4, 2014, in Jefferson County, Texas, for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution:

(Por la presente se ordena que se lleve a cabo una elección el día 4th de Noviembre, 2014, en el Condado de Jefferson, Texas, con el propósito de elegir los siguientes officials del condado y del precinto como requerido por el Artículo XVI, Sección 65, de la Constitución de Texas:)

(List Offices) (Enúmere los puestos oficiales)

Criminal District Judge
(Juez Criminal Del Distrito)

District Judge, 58th Judicial District
(Juez del Distrito, Distrito Judicial Núm. 58)

District Judge, 172nd Judicial District
(Juez del Distrito, Distrito Judicial Núm. 172)

District Judge, 252nd Judicial District
(Juez del Distrito, Distrito Judicial Núm. 252)

Family District Judge, 279th Judicial District
(*Juez Familiar del Distrito, Distrito Judicial Núm. 279*)

Family District Judge, 317th Judicial District
(*Juez Familiar del Distrito, Distrito Judicial Núm. 317*)

Criminal District Attorney
(*Procurador Criminal del Distrito*)

County Judge
(*Juez del Condado*)

Judge, County Court at Law No. 1
(*Juez, Corte de Ley del Condado, Núm. 1*)

Judge, County Court at Law No. 2
(*Juez, Corte de Ley del Condado, Núm. 2*)

Judge, County Court at Law No. 3
(*Juez, Corte de Ley del Condado, Núm. 3*)

District Clerk
(*Secretario del Distrito*)

County Clerk
(*Secretario del Condado*)

County Tax Assessor-Collector
(*Asesor-Colector de Impuestos del Condado*)

County Treasurer
(*Tesorero del Condado*)

County Commissioner, Precinct No. 2
(*Comisionado del Condado,*

County Commissioner, Precinct No. 4
(*Comisionado del Condado,*

Justice of the Peace, Precinct No. 1, Place 1
(*Juez de Paz, Precinto Núm. 1, Lugar Núm. 1*)

Justice of the Peace, Precinct No. 2
(*Juez de Paz, Precinto Núm. 2*)

Justice of the Peace, Precinct No. 4
(*Juez de Paz, Precinto Núm. 4*)

Justice of the Peace, Precinct No. 6
(*Juez de Paz, Precinto Núm. 6*)

Justice of the Peace, Precinct No. 7
(*Juez de Paz, Precinto Núm. 7*)

Justice of the Peace, Precinct No. 8
(*Juez de Paz, Precinto Núm.8*)

**NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR
November 4, 2014, GENERAL ELECTION**
(*Adviscode Locales y horarioparaelecci'onsadelantadasde
Noviembre 4, 2014 Elecci'on Generale*)

*Early Voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)*

EARLY VOTING LOCATIONS:*(Localizaciones de Votacion Adelantada):*

<i>Beaumont Courthouse-Main location</i>	<i>1001 Pearl St., Beaumont, Texas</i>
<i>Port Arthur Sub-Courthouse</i>	<i>525 Lakeshore Dr., Port Arthur, Texas</i>
<i>Rogers Park Recreation Center</i>	<i>6540 Gladys, Beaumont, Texas</i>
<i>Port Arthur Public Library</i>	<i>4615 Ninth Ave, Port Arthur, Texas</i>
<i>Theodore Johns Library</i>	<i>4255 Fannett Rd., Beaumont, Texas</i>
<i>John Paul Davis Community Center</i>	<i>3580 E Lucas, Beaumont, Texas</i>
<i>Nederland Recreation Center</i>	<i>2301 Avenue H, Nederland, Texas</i>
<i>Groves Recreation Center</i>	<i>6150 39th Street, Groves, Texas</i>
<i>Effie & Wilton Hebert Library</i>	<i>2025 Merriman St., Port Neches, Texas</i>

DATES AND HOURS FOR ALL ABOVE LOCATIONS:*(Fechas y Horas para todas las localizaciones):*

<i>October 20 - 24 (Octubre 20 - 24)</i>	<i>Monday - Friday (Lunes -Viernes)</i>	<i>8:00 a.m. - 5:00 p.m.</i>
<i>October 25 (Octubre 25)</i>	<i>Saturday (Sábado)</i>	<i>7:00 a.m. - 7:00 p.m.</i>
<i>October 26 (Octubre 26)</i>	<i>Sunday (Domingo)</i>	<i>12:00 p.m. - 5:00 p.m.</i>
<i>October 27 - 31 (Octubre 27-31)</i>	<i>Monday – Friday (Lunes – Viernes)</i>	<i>7:00 a.m. - 7:00p.m.</i>

DATES AND HOURS FOR LOCATION BELOW:*(Fechas y Horas para todas las localizaciones):*

<i>Precinct One Service Center Jefferson Co. J.P. Pct 4 Bldg (Judge Chesson’s Courtroom)</i>	<i>1201 W. Hwy. 90, China, Texas 19217 FM 365, Beaumont, Texas</i>	
<i>October 25 (Octubre 25)</i>	<i>Saturday (Sábado)</i>	<i>7:00 a.m. - 7:00 p.m.</i>
<i>October 26 (Octubre 26)</i>	<i>Sunday (Domingo)</i>	<i>12:00 p.m. - 5:00 p.m.</i>
<i>October 27 - 29 (Octubre 27 - 29)</i>	<i>Monday – Wednesday (Lunes – Miércoles)</i>	<i>7:00 a.m. - 7:00p.m.</i>

DATES AND HOURS FOR LOCATION BELOW:*(Fechas y Horas para todas las localizaciones):*

<i>Lamar University- Setzer Student Center</i>	<i>4400 S. MLK Jr. Parkway, Beaumont, Texas</i>	
<i>October 21 – 23 (Octubre 21 - 23)</i>	<i>Tuesday - Thursday (Lunes - Jueves)</i>	<i>8:00a.m. - 5:00p.m.</i>

Application for ballot by mail shall be mailed to:

(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Carolyn L. Guidry

P.O. Box 1151

Beaumont, TX 77704-1151

Application for ballot by mail must be received no later than the close of business on **October 15, 2014.**

(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas de negocio el **15th de Octubre, 2014**)

Issued this 25th day of August, 2014.

(Emitada esta dia 25th de Agosto, 2014.

Signature of Jeff Branick, County Judge

(Firma del Jeff Branick, Juez del Condado)

**AGENDA ITEM****August 25, 2014**

Receive and file executed GLO Contract No. 11-239-000-4825, CEPRA No. 1516, Amendment No.3 to extend the term of the contract between Jefferson County, Texas and the General Land Office.

RECEIVED
AUG-15-2014

178



Texas General Land Office
Legal Services Division – MC 158
PO BOX 12873 / Austin, TX 78711-2873
512.475.4308 – Scottie.aplin@glo.texas.gov

TRANSMITTAL OF DOCUMENT – AUGUST 13, 2014

The Honorable Jeff Branick
County Judge
1149 Pearl Street
Beaumont, TX 77701

RE: GLO CONTRACT NO. 11-239-000-4825, CEPRA No. 1516, AMENDMENT No. 3

Dear Judge Branick:

Enclosed concerning the GLO document referenced above is one fully executed original document for your files.

Please do not hesitate to contact me if you have any questions. My contact information is listed above.

Best regards,

Susan Lupton Aines

Scottie C. Aplin

Staff Attorney

GLO Legal Services Division

FOR

enclosure

TEXAS GENERAL LAND OFFICE
LEGAL SERVICES DIVISION – MC 158
1700 N. CONGRESS AVENUE 78701 / PO BOX 12873 / AUSTIN, TX 78711-2873



INTERAGENCY PROJECT COOPERATION AGREEMENT
GLO CONTRACT No. 11-239-000-4825
CEPRA PROJECT No. 1516
AMENDMENT No. 3

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The **GENERAL LAND OFFICE** (the "GLO") and **JEFFERSON COUNTY, TEXAS**, the Qualified Project Partner ("QPP"), each a "Party" to and collectively "the Parties," to that certain Project Cooperation Agreement effective May 2, 2011, and denominated GLO Contract No. 11-239-000-4825 (the "Contract"), as amended, now desire to further amend the Contract.

WHEREAS, due to unforeseen and unavoidable delays, the Parties now desire to extend the term of the Contract; and

WHEREAS, this revision to the Contract will result in no additional encumbrance of funds by the Parties;

Now, **THEREFORE**, the Parties hereby agree to amend and modify the Contract as follows:

1. **SECTION 3.01** of the Contract, **DURATION**, is hereby amended to reflect a termination date of August 31, 2015.
2. This Amendment No. 3 shall be effective as of the date signed by the last party or on September 1, 2014, whichever occurs first.
3. Except as amended and modified by this Amendment No. 3 all terms and conditions of the Contract, as amended shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 3 TO
GLO CONTRACT NO. 11-239-000-4825
CEPRA PROJECT NO. 1516

GENERAL LAND OFFICE



Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

Date of execution: 2/12/14

~~CS~~ LEGAL DR
PM MAN K-F
Deputy HBY
AGC _____
GC WAW

JEFFERSON COUNTY



Name: JEFF R. BRANICK
Title: COUNTY JUDGE

Date of execution: 08-04-2014





JEFFERSON COUNTY AMENDED UNIFORM TAX ABATEMENT POLICY-2014

ADMINISTRATIVE PROVISIONS

The final determination of value to be abated is vested with the Jefferson County Appraisal District (JCAD), an agency autonomous from Jefferson County. The Procedures used by JCAD are attached as Exhibit "A" and incorporated and adopted in this Abatement Policy for all purposes. These provisions are illustrative only and shall not limit the Appraisal District in making determinations in any manner otherwise allowed by law.

Businesses applying for tax abatement with the County are advised that any agreement with the County applies only to taxes assessed by Jefferson County. Any abatement agreement with other taxing entities must be negotiated directly with such entities. In addition, each individual or business receiving an abatement retains the responsibility for annually applying to the Jefferson County Appraisal District for recognition and implementation of such abatement agreement.

STATEMENT OF PURPOSE

SECTION I

(a) The Commissioners Court of Jefferson County, Texas adopts this tax abatement policy to provide incentives to the owner of real property, who proposes a Project to develop, redevelop or improve eligible facilities. The incentives will consist of a limited special exemption from certain taxes provided that the Owner agrees to accept and abide by this Policy and provided that the real property is located in a lawfully created Reinvestment or Enterprise Zone.

(b) This policy is intended to improve the quality of life in economically depressed areas and throughout the County by stimulating industrial development, and job creation and retention provided that the taxable value of the property of the owner is not adversely affected..

DEFINITIONS

SECTION II

(a) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain real property values in a reinvestment or enterprise zone designated by the County for economic development purposes.

(b) **"Agreement"** means a contractual agreement between a property owner and/or lessee and the County.

(c) **"Base Year"** means the calendar year in which the abatement contract is executed (signed).

(d) **"Base Year Value"** means the taxable value of eligible industrial realty improvements of the owner within Jefferson County on January 1 preceding the execution of the abatement agreement and which property is owned by the owner, co-owner and/or its parent companies, subsidiaries, partner or joint ventures or any entity exercising legal control over the owner or subject to control by the owner. Owner will attach as Exhibit "F-Affiliates" those properties which are co-owned or which are parent companies, partnerships, joint-ventures or other entities in Jefferson County over which the Owner herein exercises legal control.

(e) **"Deferred Maintenance"** means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.

(f) **"Distribution Center"** means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Jefferson County.

(g) **"Eligible Facilities"** or **"Eligible Projects"** means new, expanded or modernized buildings and structures, as defined in the Texas Property Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment or enterprise zone that would be a benefit to the property and that would contribute to the economic development within the County, but does not include facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.

(h) **"Eligible Property"** means realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure included in the PROJECT, and the permanent office space and related fixed improvements necessary to the operation and administration of the PROJECT, as defined in the Tax Code, but does not include personal property.

(i) **"Expansion"** means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity.

(j) **“Modernization”** means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(k) **“Facility”** means property improvements completed or in the process of construction which together comprise an integral whole.

(l) **“New Facility”** means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.

(m) **“Productive Life”** means the number of years a property improvement is expected to be in service in a facility.

WHEN ABATEMENT AUTHORIZED

SECTION III

(a) **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for tax abatement as hereinafter provided.

(b) **Creation of New Value.** Abatement may only be granted for the creation of additional value to eligible facilities made subsequent to and specified in an abatement agreement between the County and the property owner or lessee, subject to such limitations as the County may require. Under no circumstances will abatements be considered or granted once construction on a facility or project has begun.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the increase in value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for tax abatement: land, supplies, inventory, vehicles, vessels, housing, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased (except as provided in Section III(f)), property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, both the owner/lessor and the lessee shall be parties to the abatement contract with the County.

(g) **Economic Qualification.** In order for an Eligible Facility to receive tax abatement the planned improvement:

- (1) Must create an increased appraised ad valorem tax value based upon the Jefferson County Appraisal District's assessment of the eligible property; and
- (2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.
- (3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.
- (4) Must demonstrate by an independent economic impact analysis that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

Factors Considered By County In Considering Abatement Requests

Section IV

(a) **Standards For Tax Abatement.** The following non-exclusive factors may be considered in determining whether to grant tax abatements for an Eligible Facility or Project, and if so, the percentage of value to be abated and the duration of the tax abatement:

- (1) Existing improvements, if any;
- (2) Type and value of proposed improvements;
- (3) Productive life of proposed improvements;
- (4) Number of existing jobs to be retained by proposed improvements;
- (5) Number and types of new jobs to be created by proposed improvements;
- (6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;
- (7) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the construction phase of the project;
- (8) The amount of local taxes to be generated directly;
- (9) The amount the property tax base valuation will be increased during term of abatement and after abatement;

- (10) The amount of economic impact the Eligible Facility will provide to the local community;
- (11) The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;
- (12) The amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period;
- (13) The population growth of the County projected to occur directly as a result of new improvements;
- (14) The types and values of public improvements, if any, to be made by the applicant seeking abatement;
- (15) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
- (16) The impact of the proposed project on the business opportunities of existing businesses;
- (17) The attraction of other new businesses to the area as a result of the project;
- (18) The overall compatibility with the zoning ordinances and comprehensive plan for the area;
- (19) Whether the project is environmentally compatible with no negative impact on quality of life perceptions; Each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(b) **Local Employment.** For purposes of evaluating Section III(h)(7): Local labor is defined as those laborers or skilled craftsmen who are residents and domiciliaries of the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County. Local vendors and suppliers shall include only those located or having a principal office in Jefferson County. Local Subcontractors shall include only those located or having a principal office in Jefferson County.

Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exception, cases involving purchases over \$10,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that is a legal and moral obligation of persons receiving property tax abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. In the event of breach of the "buy-local" provision, the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the project.

(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials.

(d) Historically Underutilized Businesses/Disadvantaged Business Enterprises.

The County will also strongly consider the extent to which the project will encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the owner and general contractor by ensuring that qualified HUB vendors and contractors are given an opportunity to bid on all contracts.

1. A Historically Underutilized Business (HUB) is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women and individuals with disabilities. A HUB is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals who actively participate in the conduct of the business or, in the case of a publicly owned business, one in which at least 51 percent of the stock is controlled by one or more women or Socially and Economically Disadvantaged Individuals. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of this policy. Only a HUB/DBE with its principal office in Jefferson, Hardin, and Orange, County will be recognized as a HUB/DBE for purposes of this policy. Jefferson County will supply a Minority Business Directory to each applicant.

2. The County will require that each abatement contract between itself and any individual or entity seeking the abatement of ad valorem taxes contain a provision requiring the owner, on at least a quarterly basis, and at owner's cost, to allow the full examination by County or its designated representative(s) of all documents necessary for County to assure that best efforts have been used by owner to utilize local labor, subcontractors, vendors, suppliers and HUB's/DBE's. The County will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the Project to the terms of the abatement contract.

(e) Denial of Abatement. Neither a reinvestment or enterprise zone nor abatement agreement shall be authorized if it is determined that:

- (1) There would be a substantial adverse affect on the provision of government service or tax base;
- (2) The applicant has insufficient financial capacity;
- (3) Planned or potential use of the property would constitute a substantial hazard to public safety, health or morals;
- (4) The project would cause a violation of state or federal laws; or
- (5) For any other reason deemed appropriate by the County including the pendency of

litigation between the individual or entity requesting the creation of the reinvestment or enterprise zone and the County.

(f) **"Taxability"** From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

- (1) The value of ineligible property as provided in Section II(e) shall be fully taxable; and
- (2) The base year value of existing eligible property as determined each year shall be fully taxable.

APPLICATION PROCESS

SECTION V

(a) Any present owner, potential owner or Lessee of taxable property in the County may request the creation of a reinvestment or enterprise zone and tax abatement by filing a written request with the County Judge.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described in Section III(h) hereof; a map and property description with specific metes and bounds; a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant. The County shall also require a non-refundable application fee in the amount of \$1,000.00 to be submitted with the application.

(c) Prior to the adoption of an ordinance order designating a reinvestment or application by the County for designation of an enterprise zone, the County shall: (1) give written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located not later than seventh (7th) day before the public hearing; and (2) publish notice of a public hearing in a newspaper of general circulation within such taxing jurisdiction not later than the seventh (7th) day before the public hearing. Before acting upon the application, the County shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(d) The County shall make every reasonable effort to either approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The County shall notify the applicant of approval or disapproval.

(e) The County shall not establish a reinvestment or enterprise zone or enter into an abatement agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion or new facility.

(f) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a tax abatement agreement is requested is confidential and not subject to public disclosure pursuant to the Texas Public Information Act until the tax abatement agreement is executed. That information in the possession of a taxing unit after the agreement is executed is not confidential and is subject to disclosure.

AGREEMENT

SECTION VI

(a) Not later than the seventh (7th) day before the date on which the County enters into the abatement agreement, the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(b) The County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee, as the case may be, which shall include at least the following terms:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year as provided in Section III(g);
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list as provided in application, Section IV(b);
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, or assignment;
- (6) Provision for access to and authorization for inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
- (7) Limitations on the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
- (8) Provision for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;
- (9) Provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors shall give preference to and to seek qualified workers through the Texas Workforce Commission.
- (10) Contain each and every term agreed to by the owner of the property;
- (11) Requirement that the owner or lessee of the property certify annually to the governing body of each taxing unit that the owner or lessee is in compliance with each applicable term of the agreement; and
- (12) All terms required by Texas Tax Code §312.205, as amended; Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the County.

RECAPTURE

SECTION VII

(a) In the event that the company or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement; and fails to cure during the cure period, or discontinues production the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(b) Should the County determine that the company or individual is in default according to the terms and conditions of its agreement, the County shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated. Alternatively, County may, as a penalty for default or non-compliance with the provisions of an abatement contract, reduce the term of the abatement period and/or the annual percentage abatements available thereunder.

(c) Payment in Lieu of Taxes: If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

(d)By this, it is understood and agreed that if the party granted this abatement avails itself of a Foreign Trade Zone exemption, the abated value subject to this contract will be reduced dollar for dollar and taxed.

(e)It is understood and agreed by the owner that, if at any time during the abatement, the owner prevails in an action to contest the taxable value of the property of owner that is the subject of the abatement for Unequal Appraisal or revision thereof pursuant to Section 42.26, Texas Tax Code, the County shall reduce the amount of abatement dollar for dollar for each dollar that the taxable value is reduced as a result of that contest.

ADMINISTRATION

SECTION VIII

(a) The Chief Appraiser of the Jefferson County Appraisal District will annually determine an assessment of the real and personal property subject to each abatement agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary to determine compliance with the abatement

agreement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

(b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. Inspections will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representative of the company or individual and in accordance with its safety standards.

(c) Upon completion of construction, the designated representative of the Owner shall annually evaluate each facility receiving abatement to insure compliance with the agreement, and a formal report shall be made to the County.

(d) During the course of construction of the Project, Owner and its general contractor and/or subcontractors shall, on at least a quarterly basis, meet with designated County representatives for an onsite inspection to assure compliance with the terms of the abatement agreement. Owner shall be responsible to County for the payment of costs associated with such monitoring. In the event it is determined that Owner or its contractors have failed to comply with the terms of the abatement agreement, then County may terminate the abatement agreement or, in County's discretion, reduce the duration or annual percentages of such abatement.

(e) During construction, the Applicant shall maintain appropriate records of the employees affected by this abatement, including but not limited to, proof of employees' legal residence, proof of immigration-resident status, and, if applicable, such other documentation that may be required to document compliance with the Agreement

(f) The Chief Appraiser of the Jefferson County Appraisal District shall timely file with the Texas Department of Economic Development and the State Property Tax Board all information required by the Tax Code.

(g) All requirements of the Abatement Agreement shall apply to Applicant's contractors/subcontractors and Applicant shall ensure that they abide by the terms of the Agreement.

AGREEMENT

SECTION IX

Abatement may be transferred, assumed and assigned in whole or in part by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners' Court; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld. As a condition of transfer, an assignment fee of \$10,000.00 may be required, with the maximum fee being \$10,000.00

SUNSET PROVISION

SECTION X

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Commissioners' Court at which time all reinvestment and enterprise zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

DISCRETION OF THE COUNTY

SECTION XI

The adoption of these guidelines and criteria by the County does not:

- (1) Limit the discretion of the County to decide whether to enter into a specific tax abatement agreement;
- (2) Limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or
- (3) Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.

QUESTIONS TO BE ANSWERED IN ORDER TO DEVELOP AN APPLICATION AND ECONOMIC IMPACT STATEMENT FOR VALUE ADDED TAX ABATEMENTS IN JEFFERSON COUNTY

General:

Jefferson County will provide a representative to assist in preparation and presentation of all documents and to guide them through the abatement process.

Opening Paragraph:

The application should include a summary statement about the company and its operations. This information can come from an annual report, corporate 10K or other document provided by the company. (Please include these documents with this questionnaire.)

Economic Impact Analysis:

The application must include the attachment of an independently prepared economic impact analysis of the proposed facility as it impacts the local economy detailing the information referred in Section III herein.

Maps and Plats

Provide maps, plats, and drawings necessary to establish the location of the improvements and their relationships to the boundaries of cities, ETJ's, and reinvestment or enterprise zone boundaries.

Questions to be Answered

- (1) Is your project within a city limit? _____. Name of City _____
- (2) Is your project within an ETJ? . Name of City ETJ _____
- (3) Is your project within an Enterprise or Reinvestment Zone? Which? _____
- (4) Will you own the realty or lease the realty? _____
- (5) Present Appraisal District value of land and any EXISTING improvements owned by the
OWNER:
(Answer this question based on Appraisal District records for the specific site you select.)
Cost of Land (If you are purchasing): \$ _____
Number of Acres: _____ or Square Feet: _____
- (6) Type and value of proposed improvements:

Type of construction:
(Tiltwall, Build-Out of Existing Facility, Etc.)
Value of Construction:
Value of Equipment:
- Value of Pollution Control Devices:** It is understood and agreed that Applicant. will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.
- (7) Productive life of proposed improvements: _____ years, or term of initial lease: _____

(8) Number of existing jobs to be retained by proposed improvements:

(Answer only if the location is already in or near Jefferson County and now employs Jefferson residents.)

(9) Number and types of new jobs to be created by proposed improvements: _____

Include in this answer the number of Jefferson County residents that will be employed.

(10) Amount of Annual local payroll to be created: _____.

(11) What percentage and type of jobs to be created will Jefferson residents have the opportunity to fill?

(12) Amount property tax base valuation will be increased:

During term of abatement: _____

After term of abatement: _____

(13) The costs to be incurred by local government to provide facilities or services directly resulting from the new

improvements: _____

(Explain any costs for development or depletion of infrastructure the city is being asked to absorb, if any.)

(14) The amount of ad valorem taxes to be paid to the county during the abatement period considering: (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period.

(15) The population growth of the county that will occur directly as a result of new improvements: _____

(If you relocate to Jefferson County, how many of your employees do you anticipate to relocate?)

(16) The types and values of public improvements, if any, to be made by applicant seeking abatement:

(List any facilities from which the public might benefit.)

(17) Do the proposed improvements compete with existing businesses to the detriment of the local economy:

(18) The impact on the business opportunities of existing businesses:

(Are there possibilities for local businesses to become suppliers? Any new retail opportunities? If you have previously conducted business within Jefferson County, please provide a list of any and all local/non-local HUB/DBE companies with whom you have worked and the extent of that work relationship)

(19) The attraction of other new businesses to the area:

(Will any of your suppliers, customers, parent, or sister companies relocate because of your relocation?)

(20) The overall compatibility with the zoning ordinances and comprehensive plan for the area:

(21) Describe, including the estimated value, all pollution control devices and other improvements for which you intend to seek TNRCC exemption from taxation:

NOTE: Failure to accurately disclose exempted property may result in a total default under the Abatement Contract, resulting in recapture of previously abated taxes and forfeiture of future abatement.

EXHIBIT "A"

JEFFERSON COUNTY APPRAISAL DISTRICT PROCEDURE FOR CALCULATING ABATEMENTS

Purpose

The purpose of this procedure is to clarify the method used in calculating a tax abatement. This procedure requires calculation of the Current Year Market Value, Base Year Value, and Taxable Value as these terms are defined below. -In accordance with the Jefferson County Uniform Tax Abatement Policy, the Real Property Owner's Current Taxable Value shall not be less than the Base Year Value in order for a project to receive the full amount of abatement.

Calculation of "Base Year Value"

"Base Year Value" for each taxing entity executing an abatement contract is the Taxable Value of all industrial realty improvements of a property owner and/or its affiliates located within that entity for the tax period defined as the "Base Year". "Base year" is defined as the calendar year in which the abatement contract is executed (signed).

Calculation of "Current Year Market Value"

"Current Year Market Value" for each taxing entity executing an abatement agreement is determined by calculating for the Current Tax Year the Market Value of all industrial realty improvements of a property owner and/or its affiliates that comprise the "Base Year Value."

Calculation of "Taxable Value"

"Taxable Value" for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property

owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

Calculation of Abated Value

The following procedures are followed for each project for which a tax abatement contract has been executed and for each taxing entity granting the abatement.

VALUE POTENTIALLY ELIGIBLE FOR ABATEMENT:

The Base Year Value is subtracted from the Current Year Market Value. If the difference is greater than zero (0), then the remaining value is the value potentially eligible for abatement. If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

VALUE AVAILABLE FOR ABATEMENT:

For each project that remains potentially eligible for abatement, a preliminary calculation of the abated value of all other projects for the owner and/or its affiliates, if any, must be made. This calculation must first be done based on a preliminary abated value for subsequent projects since the full calculation has yet to be performed. For multiple abated projects, the calculations of the preliminary abated values are made in chronological order based on the date the contract was executed. Once the abated value for the subsequent project is calculated, if the actual abated value differs from the preliminary abated value, this calculation must be redone in order to reflect the actual abated value.

Once all calculations have been completed, the abated value of other projects for the owner and/or its affiliates, if any, is subtracted from the Value Potentially Available for Abatement. If the difference is greater than zero (0), then the remaining value is the Value Available for Abatement.

If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

VALUE SUBJECT TO ABATEMENT:

The project base value, if applicable, is subtracted from the current year project value, and the percentage of abatement to be granted is then applied to the net amount to determine the Value Subject to Abatement.

ABATED VALUE:

Any applicable reductions for Foreign Trade Zone or Pollution Control restrictions are subtracted from the Value Subject to Abatement. If the difference is less than the Value Available for Abatement, then this is the Abated Value.

If the difference is greater than the Value Available for Abatement, then the Value Available for Abatement becomes the Abated Value.



EVERETTE "BO" ALFRED
 COUNTY COMMISSIONER
 PRECINCT 4
 P. O. Box 4025
 Beaumont, Texas 77704-4025

MARIO WATKINS
 Executive Assistant

KENNETH MINKINS
 Superintendent
 Precinct 4 – Service Center

MEMO

To: Hon. Jeff Branick, County Judge
 Commissioner Eddie Arnold, Pct. # 1
 Commissioner Brent Weaver, Pct. # 2
 Commissioner Michael Shane Sinegal, Pct. # 3

From: Commissioner Everette Alfred, Pct. # 4

Date: August 20, 2014

RE: Agenda Item

Please find enclosed an Interlocal Agreement with the City of Beaumont. This agreement has been reviewed by Ms. Kathleen Kennedy. Please place this item on the Agenda for **Monday, August 25, 2014**.

Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, Texas and the City of Beaumont for the Gulf States Road Project pursuant to Chapter 791 of the Texas Government Code.

Thank you.

EA/nr

**INTERLOCAL AGREEMENT
(GULF STATES ROAD PROJECT)**

STATE OF TEXAS

COUNTY OF JEFFERSON

This agreement is made by and between the **City of Beaumont**, a home rule City of the State of Texas (hereinafter called "**City**") and Jefferson County, County of the State of Texas (herein after called "**County**") under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

Whereas, the City shall provide support and assistance to the County to provide safe access and enhance safety on Gulf States Road, and to set forth terms by which each of the parties will ensure the project's success by complying with city, county, and State of Texas Manual Uniform Traffic Control Devices (TMUTCD-Section 4B-12) Texas Department of Transportation and the State of Texas Local Government Code.

THEREFORE, the City and County agrees as follows:

WITNESSETH

City agrees to:

- Support and assist Jefferson County Precinct #4 on any issues concerning the traffic signal light control device, flashing lights and thermoplastic materials for installation on Gulf States Road.
- To provide materials, equipment and labor for this project.
- Written quote for materials, equipment, and labor regarding traffic signal light device, flashing lights, and thermoplastic materials for installation on Gulf States Road project.
 - Furnish and install pavement markings, traffic signal devices, flashing lights which includes hardware & accessories, any and all related labor for the removal, disposal and repositioning of flashing lights fixture.

County agrees to:

- Follow the Local Government Code and TMUTCD guidelines as outlined in the Interlocal Agreement between City of Beaumont Transportation Division and Jefferson County.
- Ensure traffic compliance issues on Gulf States Rd.
- Pay City of Beaumont for all actual furnished labor, equipment and materials to enhance safety on Gulf States Road which is in estimated amount of \$8,404.92. Jefferson County will maintain the items installed by the City after installation of same.

Other Provisions

No part of this Interlocal Agreement is intended to conflict with current laws or regulations of the State of Texas, Local Government Code, or TMUTCD. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect and construed according to the laws of the State of Texas. This Memorandum of Understanding shall be construed to preserve, to the maximum extent possible, any rights the parties have under the Texas Torts Claims Act.

Effective Date

The terms of the Interlocal Agreement will become effective on the date found next to the signatures below.

Executed this _____ day of _____, 2014.

ATTEST:

CITY OF BEAUMONT

By: _____
City Clerk

By: _____
City Manager

ATTEST:

JEFFERSON COUNTY

By: _____

By: _____
Jeff Branick, County Judge



**Cost Estimate for Signal Repairs and Pavement Markings
Installation on Gulf States Road**

Materials

8 – 12" / 3 sec. signal heads w/ 4-way mount and hdwe. -----	\$2,686.00
4 – 12" flashing beacons w/ hardware-----	\$352.00
Foundation\Pole(2) incl. concrete and basket-----	\$800.00

Material for rumble strip and stop line and signal ahead:

item	quantity	price each	total
8' "SIGNAL"	2	\$262.05	\$524.10
8' "AHEAD"	2	\$178.81	\$357.62
12" white Stop bar	1	\$86.49	\$86.49
Black Rumble Bar kit	4	\$259.10	\$1,036.40

Total \$ 5,842.61**Equipment**

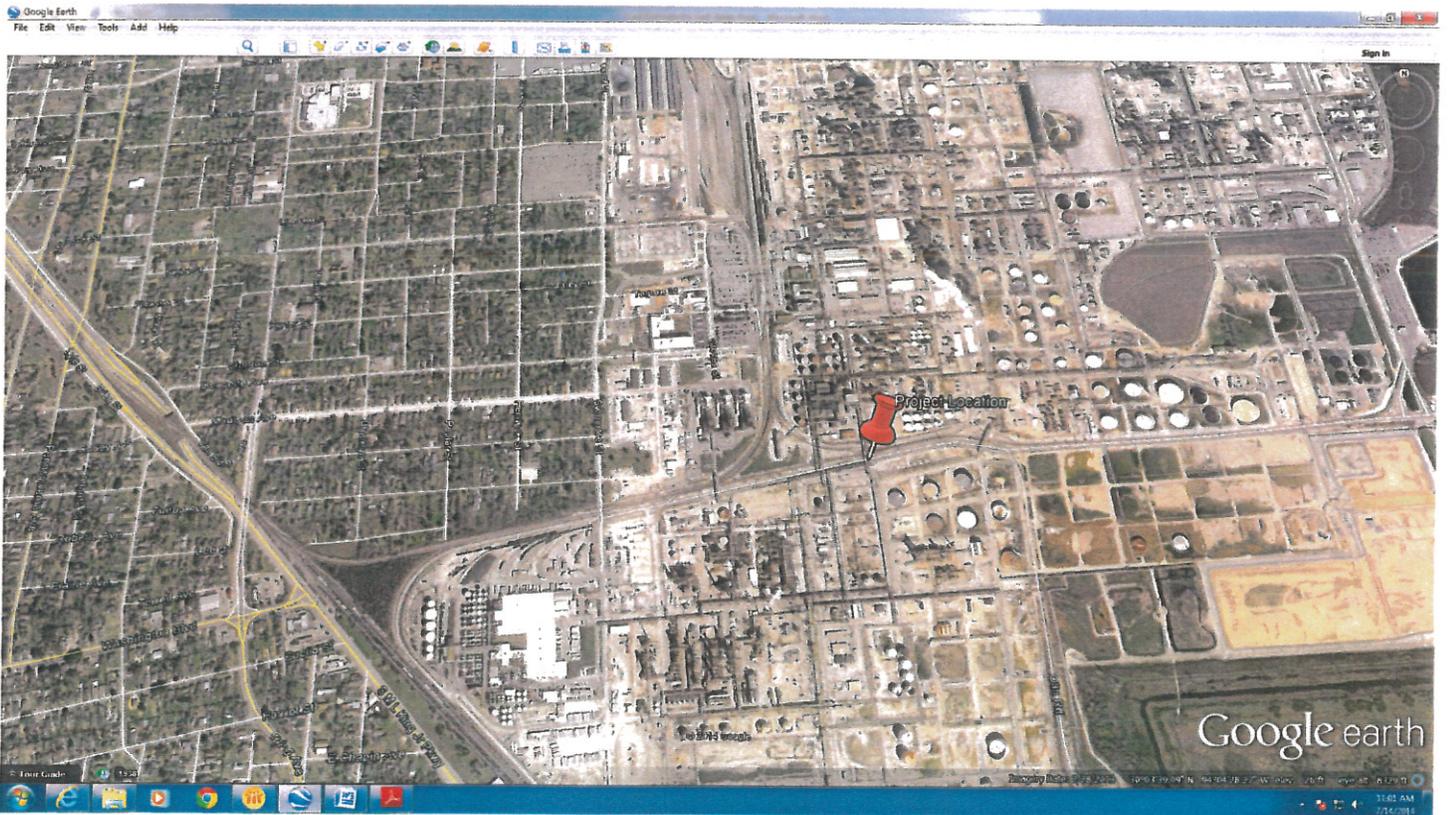
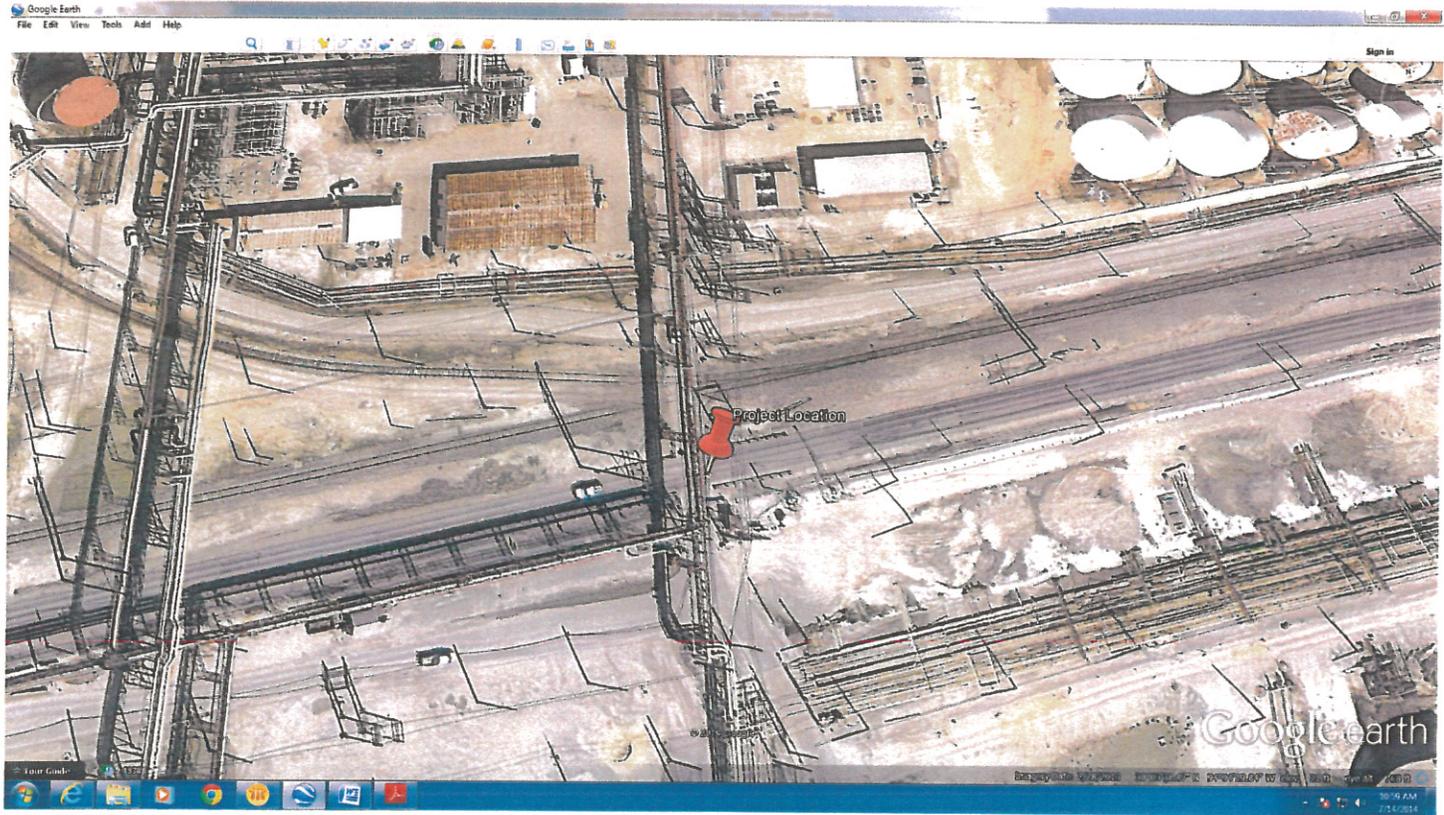
Boring Mach.-----	\$27.50/hr. x 5 hr. =\$137.50
Digger Derrick-----	\$32.00/hr. x 5 hr. =\$160.00
Bucket Truck (2)-----	\$ 5.30/hr. x 10 hr. = \$53.00
Mini-Excavator-----	\$19.50/hr. x 5 hrs. = \$97.50
2 yd. Dump -----	\$ 21.00/hr. x 5 hrs. =\$105.00
Pick-up (2)-----	\$ 7.40/hr. x 18 hrs. =\$133.2

Total \$ 686.20**Labor**

Equipment Oper. -----	(\$21.95*/hr.x1.28573+\$5.29/hr) x 10 hrs. =\$335.12
Crew Leader -----	(\$21.95*/hr.x1.28573+\$5.29/hr) x 14 hrs. =\$469.19
Laborer (2) -----	(\$11.00/hr.x1.28573+\$5.29/hr) x 36 hrs. =\$699.59
Signal Tech -----	(\$27.72*/hr.x1.28573+\$5.29/hr) x 5 hrs. =\$204.65
Signal Craftsman -----	(\$21.95*/hr.x1.28573+\$5.29/hr) x 5 hrs. =\$167.56

Total \$1,876.11**Project Total \$8,404.92**

*Includes overhead costs adjustment of 28.573% and \$5.29/hr insurance benefit



**AGENDA ITEM****August 25, 2014**

Receive and file complied financial report of Jefferson County
Emergency Services District No.1 pursuant to Tx Health and
Safety Code §775.082(b).

Section 775.0821 ALTERNATIVE TO AUDIT IN LESS POPULATED COUNTIES.

(a) This section applies only to a district in which Sec. 775.082 applies that:

(1) did not have outstanding bonds or any outstanding liabilities having a term of more than one year during the previous fiscal year;

(2) did not receive more than \$250,000 in gross receipts from operations, loans, taxes or contributions during the previous fiscal year; and,

(3) did not have a total of more than \$250,000 in cash and temporary investments during the previous fiscal year.

(b) Instead of filing an audit report under Sec. 775.082, a district to which this section applies may file compiled financial statements with the commissioners court of each county in which any part of the district is located.

(c) The district must file with the compiled financial statements an affidavit signed by an authorized district representative attesting to the accuracy and authenticity of the statements.

(d) The provision of Section 775.082 relating to deadlines for filing an audit and the procedures and penalties relating to the failure of a district to file an audit apply to the filing of compiled financial statements under this section.

Westlaw

V.T.C.A., Health & Safety Code § 775.082

Page 1

.0821

▷

Effective: June 17, 2011

Vernon's Texas Statutes and Codes Annotated Currentness
Health and Safety Code (Refs & Annos)

Title 9. Safety

Subtitle B. Emergencies

▣ Chapter 775. Emergency Services Districts

▣ Subchapter E. Finances and Bonds

→→ § 775.082. Audit of District in Less Populous Counties

compiled financial statements

(a) The county auditor of a county that contains any part of the district shall have access to the books, records, officials, and assets of the district.

(b) A district shall prepare and file with the commissioners court of each county that contains any part of the district on or before June 1, of each year an audit report of the district's fiscal accounts and records. The audit shall be performed and the report shall be prepared at the expense of the district. The county auditor, with the approval of the commissioners court, shall adopt rules relating to the format of the audit and report. If a district is located in more than one county, the county auditors, with the approval of the commissioners court of each county in which the district is located, shall adopt uniform rules relating to the format of the audit and report.

(c) The person who performs the audit and issues the report must be an independent certified public accountant or firm of certified public accountants licensed in this state, unless the commissioners court by order requires the audit to be performed ~~by the county auditor~~ at least 120 days before the end of the district's fiscal year.

(d) The commissioners court, on application made to the commissioners court by the district, may extend up to an additional 30 days the deadline for filing the audit report.

(e) If the district fails to complete and file the audit report within the time provided by Subsection (b) or (d), the commissioners court may order the county auditor to perform the audit and issue the report. If a district is located in more than one county, the commissioners court of each county in which the district is located shall designate by joint order a county auditor of one of the counties to perform the audit and issue the report.

(e-1) When a district located wholly in one county fails to complete and file the audit report

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by September 1 of each year and a county auditor is not ordered to prepare the report, the president and treasurer of the board are removed from the board and the commissioners court shall fill the vacancies as provided by Section 775.034.

(f) The district shall pay all costs incurred by the county auditor to perform an audit and issue the report required by this section, unless otherwise ordered by the commissioners court or by joint order of the commissioners courts, if the district is located in more than one county.

(g) This section does not apply to a district located wholly in a county with a population of more than three million.

CREDIT(S)

Added by Acts 1993, 73rd Leg., ch. 195, § 2, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 392, § 5, eff. Sept. 1, 1997; Acts 2005, 79th Leg., ch. 120, §§ 1, 2, eff. Sept. 1, 2005; Acts 2007, 80th Leg., ch. 900, §§ 6, 7, eff. Sept. 1, 2007; Acts 2011, 82nd Leg., ch. 639 (S.B. 917), § 12, eff. June 17, 2011.

HISTORICAL AND STATUTORY NOTES

2010 Main Volume

Sections 7 to 9 of Acts 1993, 73rd Leg., ch. 195 provide:

“Sec. 7. The legislature finds that:

“(1) Chapter 673, Acts of the 70th Legislature, Regular Session, 1987, was adopted and approved, effective January 1, 1988;

“(2) that Act, implementing Article III, Section 48-e, of the Texas Constitution, relates to the creation and operation of emergency services districts; Section 33 of that Act provides for the conversion of a rural fire prevention district to an emergency services district;

“(3) the intent of the legislature in adopting Section 33 of that Act was that, if a majority of the voters in a rural fire prevention district voted to convert the district to an emergency services district, the boundaries of the emergency services district would be coextensive with the boundaries of the fire prevention district, and the territory within the boundaries of the emergency services district would be coextensive with the territory within the boundaries of the fire prevention district;

Jefferson County Emergency Services District No. 1
7390 Sweetgum
Beaumont, Texas 77713

August 20, 2014

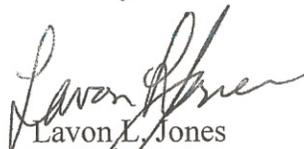
Judge Jeff Branick
County Judge
Jefferson County, Texas
Jefferson County Courthouse
Beaumont, Texas 77701

Dear Judge Branick:

Please accept the enclosed document for filing with the Commissioners Court.

I may be reached at 753-2088 or 201-4337 (cell).

Thank you


Lavon L. Jones
President

COMPILED FINANCIAL STATEMENTS
OF
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

FOR FISCAL YEAR COMMENCING OCTOBER 1, 2012
THROUGH SEPTEMBER 30, 2013

TO

COMMISSIONERS COURT OF
JEFFERSON COUNTY, TEXAS

STATE OF TEXAS

AFFIDAVIT IN SUPPORT OF
COMPILED FINANCIAL STATEMENTS
OF JEFFERSON COUNTY EMERGENCY
SERVICES DISTRICT NO. 1

COUNTY OF JEFFERSON

BEFORE ME, the undersigned Notary Public, on this ___ day of August, 2014,
personally appeared Lavon L. Jones, who, by me being sworn, on his oath says:

“I am Lavon L. Jones. I reside at 13395 Rolling Hills Drive, Beaumont, Texas 77713,
which address is within the boundaries of Jefferson County Emergency Services District
No. 1. I am President of the Board of Commissioners of said emergency services district
and familiar with the records of said district, having served as its President throughout the
fiscal year beginning October 1, 2012, through September 30, 2013.

“Attached to this document are compiled financial statements for each month of the
fiscal year beginning October 1, 2012, through September 30, 2013. I hereby certify the
accuracy and authenticity of said statements. Each month the Treasurer presents to the
entire board the financial statement for the previous month. The board reviews said
statement and either approves the statement as written or with necessary amendments.

“Further, each month’s statement is reviewed against statements received from banks
holding funds of the District. The bank statements have consistently been consistent with
the monthly statements of the district.

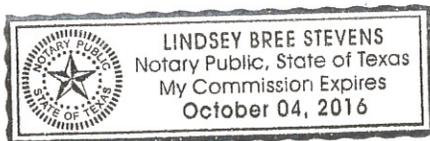
“The statements are compiled to satisfy statutory requirements of the Texas Health
and Safety Code Section 775.0821, which provides that certain small districts are exempt
from the requirement to file an annual audit if such district meets the following
requirements: (1) did not have outstanding bonds or any outstanding liabilities having a
term of more than one year during the previous fiscal year; (2) did not receive more than
\$250,000 in gross receipts from operations, loans, taxes or contributions during the
previous fiscal year; and, (3) did not have a total of more than \$250,000 in cash and
temporary investments during the previous fiscal year. Upon oath, I swear Jefferson
County Emergency Services District No. 1 satisfies all the foregoing requirements.”

Lavon L. Jones
LAVON L. JONES

SUBSCRIBED AND SWORN TO BEFORE ME by Lavon L. Jones on this the
20 day of August, 2014.

Lindsey Stevens
(Name) LINDSEY STEVENS

Notary Public in and for the State of Texas
My Commission expires OCTOBER 04, 2016



MONTHLY REPORT FOR OCTOBER 2012

Wells Fargo Checking Account

Beginning Balance \$20,641.69

Credits

10/03	Taxes?	\$213.12
10/09	?	.49
10/31	Interest earned	<u>.72</u>
	Total Credits	\$214.33

Checks Paid

No.	Date Pd.	Date Posted	Payee	Amount
1284	9/18	10/3	Safe-D	\$250.00
1290	10/16	Oct	J.C.E.S.D.#1, Inc.	4,000.00
1291	10/16	10/23?	Sharp Testing Services	<u>2,626.00</u>
			Total Checks	\$6,876.00

Total Debits \$6,876.00

Beginning Balance	\$20,641.69
Plus credits	<u>214.33</u>
	\$20,856.02
Less checks paid	<u>6,876.00</u>
Ending Balance	\$13,980.02

Wells Fargo Business Public Funds (savings)

Beginning Balance	\$19,388.12
Interest earned	<u>.83</u>
Ending Balance	\$19,388.95

Capitol One Bank (savings)

No report Capitol One only issues quarterly reports
 Previous report \$23,638.79

RECAPITULATION

Wells Fargo Checking	\$13,980.02
Wells Fargo Savings	19,388.95
Capitol One Savings	<u>23,638.79</u>
Total	\$57,007.76

MONTHLY REPORT FOR NOVEMBER 2012

Wells Fargo Checking Account

Beginning Balance \$13,980.02

Credits

Wire transfer (taxes?)	\$485.75
Interest Payment	<u>.49</u>
Total Credits	\$486.24

Checks Paid

No.	Date Pd.	Date Posted	Payee	Amount
1289	10/16	Nov	S.E.T.R.P.C.	\$ 150.00
1294	10/20	11/26	J.S.E.S.D.#1, Inc.	<u>5,000.00</u>
			Total Checks	\$5,150.00

Beginning Balance	\$13,980.02
Plus Credits	<u>486.24</u>
	\$14,466.26
Minus checks paid	<u>\$ 5,150.00</u>
Ending Balance	\$ 9,316.26

Wells Fargo Business Market Public Funds (savings account)

Beginning Balance	\$19,388.95
Credits and Interest	<u>.79</u>
Ending Balance	\$19,389.74

Capitol One Savings

No statement received for November
 Previous Balance \$23,638.79

RECAPITULATION

Wells Fargo Checking Account	\$ 9,316.26
Wells Fargo Savings Account	19,389.74
Capitol One Savings	<u>23,638.79</u>
Total	\$52,344.79

MONTHLY REPORT FOR DECEMBER 2012

Wells Fargo Checking Account

Beginning Balance				\$9,316.26
Credits				
	12/05		November Taxes Collected	\$6,765.95
	12/31		Interest	<u>.55</u>
			Total Credits	\$6,766.50
Checks Paid				
No.	Date Pd.	Date Posted	Payee	Amount
1292	11/20	12/5	Tax Collector's fees for collection	\$1,056.72
1293	11/20	12/5	Lavon Jones (reimbursement)	<u>25.00</u>
			Total Checks	\$1,081.72
		Beginning Balance		\$9,316.26
		Plus Credits		<u>\$6,766.50</u>
				\$16,082.76
		less checks Paid		<u>1,081.72</u>
		Ending Balance		\$15,001.04

Wells Fargo Business Market Public Funds (savings)

Beginning Balance	\$19,389.74
Plus Credits	<u>.83</u>
Ending Balance	\$19,390.57

Capitol One Savings Account

Beginning Balance	\$23,638.79
Int. earned in Oct thru Dec. 31 period	<u>11.89</u>
Ending Balance	\$23,650.68

RECAPITULATION

Wells Fargo Checking	\$15,001.04
Wells Fargo Savings	19,390.57
Capitol One Savings	<u>23,650.68</u>
Total	\$58,042.29

MONTHLY REPORT FOR JANUARY 2013

Wells Fargo Checking Account

Beginning Balance				\$15,001.04
	Credits			
	1/14/13	Taxes Collected		\$30,839.93
	1/31	Interest		<u>1.57</u>
		Total Credits		\$30,841.50
	Debits			
	1/4/13	W. F. bank service fee	\$	294.34
	Checks Paid			
No.	Date Paid	Dated Posted	Payee	Amount
1295	1/19	1/22	J.C.E.S.D.31, Inc	<u>\$5,000.00</u>
	Total Debits (i.e., Bank fee plus checks)			\$5,294.34
	Beginning Balance		\$15,001.04	
	Plus Credits		<u>30,841.50</u>	
			\$45,842.54	
	Less Debits		<u>- 5,294.34</u>	
	Ending Balance		\$40,548.20	

Wells Fargo Savings Account

Beginning Balance	\$19,390.57
Int. earned	<u>.82</u>
Ending Balance	\$19,391.38

Capitol One Savings Account

No Statement for January, 2013	
Last Statement showed	\$23,650.68

RECAPITULATION

Wells Fargo Checking Account	\$40,548.20
Wells Fargo Savings Account	19,391.39
Capitol One Savings	<u>23,650.68</u>
Total	\$83,590.27

MONTHLY REPORT FOR FEBRUARY 2013

Wells Fargo checking Account

Beginning Balance			\$40,548.20
Credits			
Taxes collected			31,502.84
			1.59
Int. earned			<u>2.26</u>
	Total Credits		\$31,505.69
Debits			
Ch. #	Date	Payee	Amount
1296	2/21	Southern Tire Mart	\$3,781.92
1297	2/21	J.C.E.S.D.#1, Inc.	<u>3,000.00</u>
		Total Debits	\$6,781.92
	Beginning Balance		\$40,548.20
	Plus Credits		<u>31,505.69</u>
			\$72,053.89
	Less Debits		<u>6,781.92</u>
			\$65,271.97

Wells Fargo Savings Account

Beginning Balance	\$19,391.38
Int. earned	<u>.75</u>
Ending Balance	\$19,392.13

Capitol One Savings Account

No Statement for February 2013	
Last Statement	\$23,650.68

RECAPITULATION

Wells Fargo Checking Account	\$65,271.97
Wells Fargo Savings Account	19,392.13
Capital One Savings Account	<u>23,650.58</u>
Total Liquid Assets	\$108,314.78

MONTHLY REPORT FOR MARCH 2013

Wells Fargo Checking Account

Beginning Balance			\$65,271.96
Credits			
	Tax Payments		\$18,119.18
	W/T ?		2.19
	Int. earned		<u>3.01</u>
	Total Credits		\$18,124.38
Debits			
Ch. #	Date	Payee	Amount
1298	3/19	J.C.E.S.D.#1	\$5,000.00
1299	3/19	V.F.I.S. of Texas	<u>3,079.00</u>
		Total Debits	\$8,079.00
		Beginning Balance	\$65,271.97
		Plus Credits	<u>18,124.38</u>
			\$83,396.35
		Less Debits	<u>8,079.00</u>
		Ending Balance	\$75,317.35

Wells Fargo Savings Account

Beginning Balance	\$19,392.13
Interest earned	<u>.83</u>
Ending balance	\$19,392.96

Capitol One Savings Account

Beginning Balance	\$23,650.68
Int. for Jan.	3.30
Int. for Feb.	2.72
Int. for Mar.	<u>3.01</u>
Ending Balance	\$23,659.71

RECAPITULATION

Wells Fargo Checking Account	\$75,317.35
Wells Fargo Savings Account	19,392.96
Capitol One Savings Account	<u>23,659.71</u>
Total Liquid Assets	\$118,370.02

MONTHLY REPORT FOR APRIL 2013

Wells Fargo Checking Account

Beginning Balance	\$75,317.35
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Credits

Tax Payments	\$1,591.50
Int.	<u>2.82</u>
Total Credits	\$1,594.32

Debits

Check #	Date	Payee	Amount
1300	4/16	Jeff. Co. ESD #1, Inc	\$3,000.00
1301	4/16	Jeff. Co. Appraisal Dist.	<u>250.59</u>
		Total Debits	\$3,250.59

Beginning Balance	\$75,317.35
Credits +	<u>1,594.32</u>
	\$76,911.67
Debits -	<u>3,250.59</u>
Ending Balance	\$73,661.08

Wells Fargo Savings Account

Beginning Balance	\$19,392.96
Interest earned	<u>.80</u>
Ending Balance	\$19,393.76

Capitol One Savings Account

As of last Statement in March	\$23,659.71
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RECAPITULATION

Wells Fargo Checking Account	\$73,661.08
Wells Fargo Savings Account	19,393.76
Capitol One Savings Account	<u>23,659.71</u>
Total Liquid Assets	\$116,714.55

MONTHLY REPORT FOR MAY 2013

Wells Fargo Checking Account

Beginning Balance			\$73,661.08
Credits			
	Tax Payments		\$2,909.66
	Sh. fee		.79
	Interest		<u>2.87</u>
	Total Credits		\$2,913.32
Debits			
Check #	Date	Payee	Amount
1302	5/22	Jeff. Co. ESD#1, Inc	\$5,000.00
		Beginning Balance	\$73,661.08
		+ Credits	<u>2,913.32</u>
			\$76,574.40
		- Debits	<u>5,000.00</u>
		Ending Balance	\$71,574.40

Wells Fargo Savings Account

Beginning Balance	\$19,393.76
Interest Earned	<u>.80</u>
Ending Balance	\$19,394.56

Capitol One Savings Account

No statement since March	\$23,659.71
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RECAPITULATION

Wells Fargo Checking Account	\$71,574.40
Wells Fargo Savings Account	19,394.56
Capitol One Savings Account	<u>23,659.71</u>
Total Liquid Assets	\$114,628.67

MONTHLY REPORT FOR JUNE 2013

Wells Fargo Checking Account

Beginning Balance			\$71,574.40
Credits			
	Tax Payments		\$1,588.25
	Int		1.48
			<u>2.34</u>
	Total Credits		\$1,592.07
Debits			
Check #	Date	Payee	Amount
1303	6/18	American Nat'l Bank	\$26,004.67
1304	6/18	Jeff. Co. Apr. Dist.	501.18
1305	6/18	Jeff. Co. ESD#1, Inc.	5,000.00
1306	6/18	L. Jones Reimbursement Exp.	<u>16.99</u>
		Total Debits	\$31,522.00
		Beginning Balance	\$71,574.40
		Plus Credits	<u>1,592.07</u>
			\$73,166.47
		Less Debits	<u>\$31,522.84</u>
		Ending Balance	\$41,643.63

Wells Fargo Savings Account

Beginning Balance	\$19,394.58
Interest earned	<u>.80</u>
Ending Balance	\$19,395.38

CAPITOL ONE SAVINGS ACCOUNT

Beginning Balance	\$23,659.71
Interest earned 4/1/13 to 6/28/13	<u>8.85</u>
Ending Balance	\$23,668.56

RECAPITULATION

Wells Fargo Checking Account	\$41,643.63
Wells Fargo Savings Account	19,395.38
Capitol One Savings Account	<u>23,668.56</u>
Total Liquid Assets	\$84,707.57

MONTHLY REPORT FOR JULY 2013

Wells Fargo Checking Account

Beginning Balance			\$41,643.63
Credits			
	Tax Payments		\$ 1205.90
	Interest		<u>1.60</u>
	Total Credits		\$ 1207.50
Debits			
Check #	Date	Payee	Amount
1307	7/16	Zane Bledsoe	\$ VOID
1308	7/16	L. Jones Rem. Exp.	16.26
1309	7/16	Jeff. Co. ESD#1, Inc.	<u>3000.00</u>
		Total Debits	\$ 3016.26

Beginning Balance	41,643.63
Plus Credits	<u>1,207.50</u>
	42,851.13
Less Debits	<u>3,016.26</u>
	39,834.87
Outstanding Checks	<u>16.26</u>
Ending Balance	\$39,851.13

Wells Fargo Savings Account

Beginning Balance	\$19,395.38
Interest Earned	<u>.69</u>
Ending Balance	\$19,396.07

Capitol One Savings Account

Beginning Balance	23,659.71
Interest Earned	<u>8.85</u>
Ending Balance	\$23,668.56

RECAPITULATION

Wells Fargo Checking	\$39,851.13
Wells Fargo Savings	19,396.07
Capitol One Savings	<u>23,668.56</u>
Total Liquid Assets	\$82,915.76

First Report by sfh

MONTHLY REPORT FOR August 2013

Wells Fargo Checking Account

Beginning Balance		\$39,851.13
Credits		
Tax Payments		\$ 1250.19
Deposit		277.47
Interest		<u>1.57</u>
Total Credits		\$ 1529.23

Debits			
Check #	Date	Payee	Amount
1308	7/16	L. Jones Rem. Exp.	<u>16.26</u>
		Total Debits	\$ 16.26

Beginning Balance	39,851.13
Plus Credits	<u>1,529.23</u>
	41,380.36
Less Debits	<u>16.26</u>
	41,364.10
Ending Balance	\$41,364.10

Wells Fargo Savings Account

Beginning Balance	\$19,396.07
Interest Earned	<u>.50</u>
Ending Balance	\$19,396.57

Capitol One Savings Account (Quarterly)

Beginning Balance	23,668.56
Interest Earned	<u>00.00</u>
Ending Balance	\$23,668.56

RECAPITULATION

Wells Fargo Checking	\$41,364.10
Wells Fargo Savings	19,396.57
Capitol One Savings	<u>23,668.56</u>
Total Liquid Assets	\$84,429.23

MONTHLY REPORT FOR September 2013

Wells Fargo Checking Account

Beginning Balance			\$38,693.22
Credits			
Deposit			228.35
Interest			<u>0.85</u>
	Total Credits		\$ 229.20

Debits			
Check #	Date	Payee	Amount
1311	10/03	JCESD #1, INC.	5000.00
1313	10/01	VFIS of TEXAS.	12,041.00
1314	10/30	SET Regional Planning	<u>150.00</u>
	Total Debits		\$ 17191.00

Beginning Balance	38,693.22
Plus Credits	<u>229.20</u>
	38,922.42
Less Debits	<u>- 17,191.00</u>
Ending Balance	21,731.42

Wells Fargo Savings Account

Beginning Balance	\$19,397.04
Interest Earned	<u>.50</u>
Ending Balance	\$19,397.54

Capitol One Savings Account (Quarterly)

Beginning Balance	23,674.63
Interest Earned	<u>0.00</u>
Ending Balance	\$23,674.63

RECAPITULATION

Wells Fargo Checking	\$21,731.42
Wells Fargo Savings	19,397.54
Capitol One Savings	<u>23,674.63</u>
Total	\$64,803.59
Less Outstanding Checks (2)	<u>- 268.82</u>
Total Liquid Assets	\$64,534.77

**AGENDA ITEM****August 25, 2014**

Receive and file Antiquities permit for State Antiquities Landmark Historic Structures Permit #736 which was issued for Rehabilitation work on 8/18/2014 and which will expire on 9/1/2015.

TEXAS HISTORICAL COMMISSION
real places telling real stories

RECEIVED
AUG 21 2014

Monday, August 18, 2014

Jefferson County
The Honorable Jeff Branick
1149 Pearl Street, 4th Floor
Beaumont, TX 77701

RE: Historic Structures Permit #736, Jefferson County Courthouse, Jefferson County

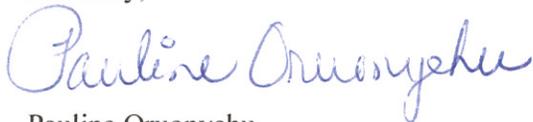
Dear The Honorable Jeff Branick,

Attached is the Antiquities permit for State Antiquities Landmark Historic Structures Permit #736, which was issued for Rehabilitation work on 8/18/2014, and will expire on 9/1/2015.

Upon completion of the project, please submit any reports or records that may have been indicated in your permit to the Division of Architecture, Texas Historical Commission, P.O. Box 12276, Austin, TX 78711-2276.

Please contact Mark Cowan at (512) 463-6094 if you have any questions regarding this permit.

Sincerely,



Pauline Oruonyehu
Administrative Assistant
Division of Architecture
Texas Historical Commission

cc: Ray Leiker, AIA, Bailey architects, Inc.



TEXAS HISTORICAL COMMISSION

**ANTIQUITIES PERMIT
HISTORIC BUILDINGS & STRUCTURES
PERMIT #HS 736**

This permit is issued by the Texas Historical Commission, hereinafter referred to as the Committee, represented herein by and through its duly authorized and empowered representative. The Committee, under authority of the Texas Natural Resources Code, Title 9, Chapter 191, and subject to the conditions hereinafter set forth, grants this permit for:

Rehabilitation

To be performed on a designated State Archeological Landmark known as:

Jefferson County Courthouse
1149 Pearl Street
Beaumont, TX 77701

Owned or controlled by (hereinafter known as the Permittee):

The Honorable Jeff Branick
Jefferson County Judge
1149 Pearl Street, 4th Floor
Beaumont, TX 77701

The architect, engineer, or contractor representing the Permittee is:

Ray Leiker, AIA
Bailey Architects, Inc.
55 Waugh Dr. Suite 450
Houston, TX 77007

This permit will be in effect for a period of:

One Year

And will expire on:

September 1, 2015

Work under this permit shall consist of:

Replacement of fire detection, alarm, and suppression systems, replacement of mechanical and electrical equipment, replacement of suspended ceilings, restoration of county courtroom woodwork, and repairs and modifications related to this work as described in the construction documents submitted to obtain this permit and reviewed and approved by Texas Historical Commission staff.

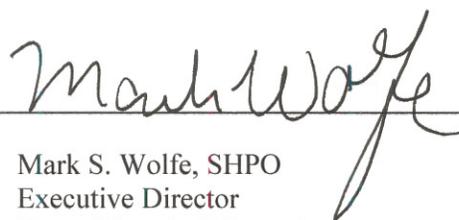
This permit is granted on the following terms and conditions:

- 1) The Secretary of the Interior's Standards for the Treatment of Historic Properties (1992) have been adopted by the Committee and shall serve as guidelines for appropriateness of all activities carried out under this permit.
- 2) This project must be carried out in accordance with the project application approved by the Committee or their duly authorized and empowered representative. Any proposed deviation from the project application must receive the approval of the Committee prior to implementation.
- 3) If the Permittee fails to comply with any of the Committee's Rules for Practice and Procedure or with any of the specific terms of this permit, or fails to properly conduct or complete this project within the allotted time, the Committee may immediately cancel the permit. Notification of

cancellation shall be sent to the Permittee by registered mail. Upon notification of cancellation, the Permittee shall instruct his architect or any other person under contract for the project in question to halt work immediately, remove all personnel and equipment from the site, secure the project area, and vacate within twenty-four (24) hours. Upon cancellation of a permit, the architect or any other person under contract to the Permittee forfeits all rights to any artifacts, specimens, and data recovered. A permit which has been canceled may be reinstated by the Committee if good cause is shown within thirty (30) days of cancellation.

- 4) The Permittee, Architect, or anyone else under contract to the Permittee in the conduct of the activities hereby authorized, must comply with all laws, ordinances, and regulations of the State of Texas and of its political subdivisions including, but not limited to, the Antiquities Code of Texas.
- 5) Any duly authorized and empowered representative of the committee may, at any time, visit the site and examine the permit, construction documents, field records, materials, or recovered artifacts.
- 6) This permit may not be assigned by the Permittee in whole or in part to any other individual, organization, institution, or corporation.
- 7) The Permittee shall have a copy of this permit available at the site of the project during all working hours.
- 8) Hold Harmless: The Permittee hereby expressly releases the State, and agrees that Permittee will hold harmless, indemnify, and defend (including reasonable attorney's fees and costs of litigation) the State, its officers, agents, and employees in their official and/or individual capacities from every liability, loss, or claim for damages to persons or property, direct or indirect, of whatsoever nature arising out of, or in any connection with, any of the activities covered by this permit.
- 9) Addendum: The Permittee will abide by any addenda hereto attached.
- 10) No archeological survey is required, however, the exposure of possible archeological deposits discovered during development will result in the immediate stop of all work in that area until the THC can assess and evaluate the situation.

Upon a finding that it is in the best interest of the State, this permit is issued this 18th day of August, 2014.



Mark S. Wolfe, SHPO
Executive Director
Texas Historical Commission

**Jefferson County
District Clerk's Office**
1085 Pearl Street
Room 203
Beaumont, TX 77701
409-835-8580
Fax 409-835-8527



Family Law Division
409-835-8653

Child Support
P. O. Box 3586
Beaumont, TX 77704
409-835-8425

JANE BIRGE
District Clerk

RECEIVED
AUG 06 2014

TO: County Judge & Commissioners
FROM: District Clerk Jane Birge
SUBJECT: Commissioners Court August 25, 2014 District Clerk Agenda items
DATE: August 6, 2014

I would like the following items placed on the agenda for Commissioners Court August 25, 2014.

DISTRICT CLERK:

- (a) Public hearing on the District Clerk's Records Archive Plan for fiscal year 2014 - 2015.
- (b) Consider and possibly approve, receive and file, the District Clerk's Records Archive Plan for fiscal year 2014 - 2015.

**Jefferson County District Clerk
Jane Birge**



2015 DISTRICT CLERK RECORDS ARCHIVE PLAN

I. BACKGROUND AND PURPOSE

The District Clerk's office maintains millions of records dating back from the mid 1800's to present. These records are on various forms of medium ranging from hard bound binders, roll film, micro fiche as well as original paper documents. In the year 2000 our office began the process of using scanned imaging. There are a total of 36,070 cases now stored electronically for archival purposes. Currently most Civil and Criminal courts are filing many of their cases electronically which has enabled less paper filing. These records are all accessible to any Jefferson County court clerk or administrator that has access to the Workflow and Efile system. They are also accessible to the public through our public terminals in the District Clerk's office.

Our paper file inventory consists of 193,201 cases dating from 1988 to present. New case filings from March 28, 2013 through March 28, 2014 consist of 6,937 and are as such; Civil 1348, Family 2790, and Criminal 2799. We have three part time employees whose sole purpose is to scan and destroy old filings for archive purposes. In addition we have several fulltime clerks who scan and destroy cases as time allows from other daily duties. These employees scanned and destroyed a combined total of 6,040 cases in 2013 - 2014. The new suit filings continue to represent more cases than we are able to scan and destroy; adding to our ongoing storage problem.

II. AUTHORITY

The responsibilities of the District Clerk and their authority to govern the records of the Jefferson County District Courts are established by the Texas Government Code. The Texas State Library and Archives Commission, Schedule DC – Records Retention, establishes the retention period for all documents maintained by the District Clerk. The Jefferson County District Clerk is the Records Management Officer for all records of the District Courts of Jefferson County, Texas.

III. DESIGNATION OF COURT DOCUMENTS

Pursuant to the Texas Government Code, Chapter 51, Section 305, the District Clerk hereby designates all court documents maintained by this office with a retention period of "Permanent" as "Records Archives." For the purpose of this section the following documents constitute the Jefferson County District Courts Records Archive:

A. Civil and Tax Courts

Civil Court Dockets (1844 - 1984)
 Civil Court Indexes (1844 - 1984)
 Civil Court Minute Books (1844 – 1984)
 Civil Court Minutes Film/Paper Source (1984 – Present)
Civil Court Case Filings Paper Source (1988 – Present)
 Execution Docket Books (1850 – 2004)
 Executions and Orders of Sale Civil and Tax (1850 – 2004)
 Tax Court Minute Books (1903 – 1967)
Tax Court Case Filings Paper Source (1988 – Present)
Civil filings paper source = 58,845

B. Criminal Courts

Criminal Court Indexes (1904 – 1985)
 Criminal Court Minute Books (1929 -1987)
Criminal Court Case Filings Paper Source (1992 – Present)
Criminal filings paper source = 62,758

C. Family Courts

Family Court Case Files:
 - Adoptions
 - Name Change Petitions
 - Paternity Suits
 - Voluntary Legitimizing Petitions and Statements
 Family Court Dockets (1844 – 1984)
 Family Court Indexes (1844 – 1984)
 Family Court Minute Books (1894 – 1988)
Family Court Case Filings Paper Source (1988 – Present)
Family Court filings paper source = 80,803

D. Juvenile Courts

Juvenile Case Files:
 - Adoption
 - Paternity Suits (Adjudicating parentage)
 - Name Change Petitions
 - Voluntary Legitimizing Petitions and Statement
 Juvenile Court Dockets
 Juvenile Court Minute Books (1910 – 1964)
 Juvenile Court Indexes (1964 – 1985)

Juvenile Court Case Filings Paper Source (1998 – Present)

IV. GOAL

The goal is to preserve, reproduce and archive all paper documents, regardless of type, as efficiently as possible. To complete our efforts toward electronic storage of all case files, we envision using computers to access all records with a view to the future of using the computers entirely for court activity. In addition to preserving the documents, the images will be added to our existing imaging system and improve customer service. Additionally, significant space savings will be realized once paper documents are destroyed.

It is the intent to continue to allow the Records Archive SB1685 fund balance to accumulate with no estimated expenditures in 2014 – 2015. This will enable this office to take on major projects in the future.

V. FUNDING

Projected Annual Revenue (SB1685)
Based on FY 2013 – 2014 filing figures

YEAR	Beginning Fund Balance	Estimated Revenues	Estimated Expenditures	Estimated Ending FB
FY 2015	\$61,486	\$22,000	-0-	\$83,486

JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Application Date: 8-11-14 Permit #: 06 -OW- 14 Precinct#: 1

Business Name: Ballard Exploration Company, Inc. Business Phone: 713-651-0181

Business Address: 1021 Main Street, Suite 2310

Local Representative: Brian Cravens Local Phone: 713-651-0181

State Permit No. (if applicable): _____

Bond Amount: \$125,000 Bond #: RLB0015725

Description of Work/Type/Location: Drilling rig equipment move to and from location off Aggie Drive.

Description of Route: .65 miles down Aggie Drive

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Signed this 11th day of August 20 14.

Ballard Exploration Company, Inc.
Name of Company (Permittee)

JEFFERSON COUNTY

By: Brian Cravens

By: *Donald M. Rao*
Director of Engineering

Title: Landman

Brian Cravens
Applicant's Signature

By: *Robin C. Duff*
Precinct Supervisor

Brian Cravens
Applicant's Printed Name

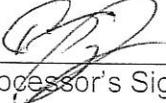
JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT
(Engineering Department Use Only)

Date Approved: 08/15/14 Application Approved Yes No

If No, give reason: _____

Processed By: ERNEST CLEMENT

Title: ENGINEERING SPECIALIST



Processor's Signature

ERNEST CLEMENT

Processor's Printed Name



BOND NO. RLB0015725

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS, That we, Ballard Exploration Company, Inc., as Principal, and the RLI Insurance Company 8 Greenway Plaza, Suite 400, Houston, TX 77046, an Illinois corporation, as Surety, are held and firmly bound unto Jefferson County, Precinct 3, 1149 Pearl Street, 5th Floor, Beaumont, TX 77701, as Obligee, in the sum of One Hundred Twenty Five Thousand and No/100 Dollars (\$125,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been or is about to be granted a permit (the "Permit") by the Obligee to move oversized heavy equipment 0.65 miles on Aggie Road and over one culvert crossing. Principal will be responsible for maintenance or restoration or both (but not betterment) of the roads, in excess of normal maintenance. Normal maintenance cost shall be the sole responsibility of the Municipality/Obligee.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal shall well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect; in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

- 1. This Bond may be canceled by the Surety by giving thirty (30) days notice in writing of its intention to do so to the Obligee, and the Surety shall be relieved of any further liability under this Bond thirty (30) days after receipt of said notice by the Obligee, except for defaults occurring prior thereto.
2. The term of this Bond shall be from August 13, 2014 to August 13, 2015.
3. Any claim must be presented in writing during the term of this Bond to RLI Insurance Company to the attention of Greg E. Chilson, 8 Greenway Plaza, Suite 400, Houston, Texas 77046.
4. Surety shall have no obligation to the Principal, the Obligee or any other person or entity for any loss suffered by the Principal, the Obligee or any other person or entity by reason of acts or omissions which are or could be covered by the Obligee's or the Principal's general liability insurance, products liability insurance, completed operations insurance or any other insurance.
5. No right or action shall accrue under this Bond to or for the use or benefit of anyone other than the named Obligee.
6. The Obligee will issue a release of this Bond within a reasonable period, but in no instance longer than thirty (30) days after termination of the Permit.
7. Regardless of the number of years this Bond is in force, or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this 13th day of August, 2014, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative pursuant to authority of its governing body.

Ballard Exploration Company, Inc. Principal

By [Signature] Secretary

RLI Insurance Company
8 Greenway Plaza, Suite 400
Houston, TX 77046

Surety

By [Signature] Robbie Duxbury, Attorney-in-Fact



RLI Surety
A division of RLI Insurance Company

RLB0015725

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: ROBBIE DUXBURY in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

\$125,000.00

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson
CORPORATE SECRETARY

State of Illinois)
) SS
County of Peoria)



Michael J. Stone
PRESIDENT

On this 13 day of August 2014 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
Notary Public



- 4. Company shall provide a surety bond in the sum of [\$ 125,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

- 5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 1 of Jefferson County, Texas before transporting any equipment on County [road name: AGGIE DRIVE and County [2nd road name: _____] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this _____ day of _____, _____

Jefferson County Judge

Approved by Jefferson County Commissioners Court on the _____ day of _____, _____

Attest:

Jefferson County Clerk

Authorized Agent for _____

THE STATE OF TEXAS,
COUNTY OF JEFFERSON

§
§
§

I, _____ a notary public, do hereby certify that on this ____ day of _____, _____, personally appeared before me _____, being by me first duly sworn, declared that he is the _____ of _____ and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this ____ day of _____, ____.

Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires

Exhibit 1

Estimate of Cost:

Length of [1st road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:
 Length of [2nd road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:

Anticipated cost of Repair:

Repeat for each Road: [1st road name] *AGGIE DRIVE*

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ *26⁶⁶* per hour x _____ hours = \$ _____

Equipment Operator \$ *22⁷²* per hour x _____ hours = \$ _____

TRUCK DRIVER
Other \$ *19⁵²* per hour x _____ hours = \$ _____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ *32⁰⁰* per hour x _____ hours = \$ _____

Grader \$ *50⁰⁰* per hour x _____ hours = \$ _____

GRADALL
Other \$ *70⁰⁰* per hour x _____ hours = \$ _____

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ *31²²* Per Ton + \$ _____ per hour x _____ hours = \$ _____

Asphalt \$ *89⁰⁰* Per Ton + \$ _____ per hour x _____ hours = \$ _____

STABILIZE BASE
Other at \$ *43⁰⁰* Per Ton + \$ _____ per hour x _____ hours = \$ _____

Total for [1st road name] \$ _____



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

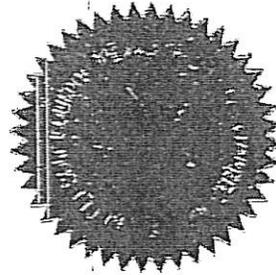
AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY

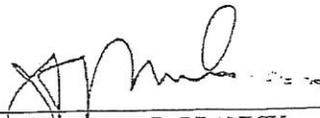
1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and.
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013





JUDGE JEFF R. BRANICK
County Judge

**CORY J. H. CRENSHAW**

CRIMINAL DISTRICT ATTORNEY

Jefferson County Courthouse
1085 Pearl Street-3rd Floor
Beaumont, Texas 77701-3545
(409) 835-8550
FAX: (409) 835-8573**PAT KNAUTH**
First AssistantTO: Patrick Swain
Jefferson County Auditor's Office

FROM: Cory Crenshaw

DATE: August 18, 2014

RE: Salary Budget Changes

The retirement of an attorney requires my office to reallocate a portion of his salary to other attorney positions as many of them have and will experience a change in assigned duties.

Attorney Position #30 – Budgeted Amount = \$110,691.00

We would like to reduce this attorney position by \$11,191.00 which will now be budgeted at \$99,500.00 and will utilize the \$11,191.00 among the three attorney positions as follows:

Attorney Position #18 – Budgeted Amount = \$82,813.00

We would like to increase this attorney position by \$1,646.00 by using \$1,646.00 of the attorney position that we are reducing as stated above.

Attorney Position #39 – Budgeted Amount = \$68,385.00

We would like to increase this attorney position by \$5,615.00 by using \$5,615.00 of the attorney position that we are reducing as stated above.

Attorney Position #29 – Budgeted Amount = \$66,956.00

We would like to increase this attorney position by \$3,930.00 by using \$3,930.00 of the attorney position that we are reducing as stated above.

I am proposing this change to the non-classified positions without an increase to the District Attorney's budget. If you have any questions, please give me a call.

Respectfully,

A handwritten signature in black ink, appearing to read 'Cory J. H. Crenshaw'. The signature is fluid and cursive, with several loops and a long, sweeping tail that curves upwards and to the right.

Cory J. H. Crenshaw

Cc: Honorable Jeff Branick, County Judge

Special, August 25, 2014

There being no further business to come before the Court at this time,
same is now here adjourned on this date, August 25, 2014