

Jefferson County, Texas



A VENDOR'S GUIDE How to do Business with Jefferson County Effective October 2018

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Judge Baylor Wortham, 136th District Court
Commissioner Eddie Arnold, Pct. 1
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County Commissioners:

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How to do Business with Jefferson County

A VENDOR'S GUIDE

Preface

If you sell a commodity or service, you may find a market in Jefferson County Government. The Purchasing Department contracts for more than \$85 million in goods, services, and construction each year.

Since the principal objective of the Purchasing Department is the acquisition of quality goods and services at the lowest price, we are constantly seeking new sources of supply. The Jefferson County Commissioners welcome your participation in these efforts.

It is easy to do business with Jefferson County. All purchases are made through a comprehensive system of specifications and competitive bidding. This ensures that contracts go to the lowest bidders who are also able to comply with specifications, terms and conditions, and also have the capability to deliver.

This pamphlet has been prepared to acquaint you with information you need in order to bid for Jefferson County Contracts.

The information set forth is intended as a general guide. There may be questions relating to your firm that are not answered. If this is true, please do not hesitate to call or write:

Jefferson County Purchasing Department
1149 Pearl Street, First Floor
Beaumont, Texas 77701
(409) 835-8593
<http://co.jefferson.tx.us/purchasing/main.htm>

Thank you for your interest in doing business with Jefferson County.



Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Receiving Bids

Bidders Lists / Purchasing Database Vendor Database

The Purchasing Department maintains a Vendor Database for most products and services purchased by the County. If you wish to be included in this Vendor Database for products and services you sell, you may contact:

Jefferson County Purchasing Department
1149 Pearl Street, First Floor
Beaumont, Texas 77701
Attention: Yea-Mei Sauer, Contract Specialist
ysauer@co.jefferson.tx.us
(409) 835-8593

You will be asked to complete a Bidder's List Application, which will be used to add the name of your firm and contact information to the Purchasing Department's Vendor Database. The Purchasing Department utilizes the vendor database as a reference resource when making direct purchases or preparing Bidder's Lists for bid opportunities. Jefferson County will use reasonable efforts to include your firm on Bidders Lists for bid notifications, but it has no legal duty to do so. No guarantee or warranty is made that you firm will be included in Bidders Lists for bid notifications.

You may also complete the Bidder's List Application online via the Jefferson County Purchasing Department's website at:

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

Vendors are also encouraged to visit the Purchasing Department's website (Notices for Bid section) periodically to check for potential bid opportunities.

Changes in Vendor Information

It is your responsibility to keep the Purchasing Department informed of subsequent changes that should be made to your Bidder's List Application. Incidental correspondence and/or bids received with different addresses will not be considered as requests for changes. Changes in vendor information on file with the Purchasing Department (such as company name, address, or services, supplies and equipment you wish to furnish) can only be accomplished by contacting in writing the Purchasing Department Office, including your vendor, federal ID number (DUNS #), company name, address, telephone number, and information being changed on your communication.

Solicitation of Bids and Quotations

After your firm's information is added to the Purchasing Department's Vendor Database, it is possible that you may receive solicitations for Bids or Proposals when a formal solicitation (an amount of \$50,000 or more). It is possible that you may also receive a Request for Quotations (solicitations under \$50,000).

As the Vendor Database is utilized as a reference resource only, the Purchasing Department makes no guarantee that your firm will receive bid or quotation notifications.

Qualifications of Bidders

Qualifications of Bidders are not reviewed prior to placement on a Bidders List for bid notifications, and placement on a Bidder's List does not mean that the Purchasing Department considers your firm to be a responsible Bidder. The Purchasing Department reviews responsibility on an individual bid-by-bid basis as noted in the Section of this guide entitled, "Qualifications of Bidder."

How to Obtain Bids if You Are Not on the Mailing List

Publication of Bid Solicitations. In addition to Jefferson County's Website Page, you may learn of a Bid Request from the Wednesday Classifieds in the *Beaumont Enterprise* and the *Port Arthur News, or The Examiner*. You may obtain an Invitation for Bid Packet by visiting or calling the Jefferson County Purchasing Department, 1149 Pearl Street, Beaumont, Texas, 77701; Phone No. (409) 835-8593. When you request your copy of the Invitation for Bid Packet, ask for it by Bid Number, Bid Name, and Opening Date – this information appears in all advertisements, solicitations and notices. In addition, bid documents may be viewed and downloaded on the Purchasing website. Note that for certain construction bids, the website includes only notification of bids (not the entire document), along with instructions on how to obtain the bid documents. Addenda to bids are also posted on the Purchasing website: <https://www.co.jefferson.tx.us/Purchasing/>

NOTE: No formal published advertisements are made for Quotation Requests. However, these solicitations are automatically mailed, faxed, or emailed to a competitive number of vendors. The Purchasing Department determines the number of mailings warranted for each quotation. All vendors are advised that the county is under No Obligation to mail Invitations for Bids, Request for Proposals, Requests for Qualifications, etc., to any vendor, and the County disclaims any liability or responsibility for doing so or not so doing. All vendors must check public notices to determine when the bids responses are to be submitted.

Types of Purchases

Formal Bids and Contracts

The Invitation for Bid is a formal procurement method (normally, purchases of \$50,000 or more) utilizing legal advertising, and a formal official opening of Bids viewed by witnesses at a prescribed time and date. Contracts resulting from the bid process may be of several types:

One-Time Contracts (firm or fixed price). These are awarded for a specified quantity of goods or services. According to the terms of the contract, delivery may be in one or several shipments.

Price Agreements (Term or Requirements Contracts). These are awarded for anticipated amounts during a certain time period, usually one year. The contracts are binding for the full time period regardless of quantity.

Construction Contracting. Bids and contracts generally follow the format and framework described in this guide. They do, however, have additional requirements for bid surety, bonding, and wage rates. The Bid Documents, including blueprints and specifications, are available for free or a reasonable fee from either the using Department or a consultant.

Service Contracts. The County contracts for services such as maintenance of equipment, janitorial, etc., through Invitation for Bids or Request for Proposals (RFP). The award of these contracts is based upon various factors including, but not limited to, the price quoted, experience of the firm, management ability, and other factors in accordance with formulas provided in the RFP or bid.

Requests for Proposals (RFP)

The County Purchasing Act allows an alternative competitive proposal procedure for the purchase of high technology items, insurance, and certain other items. Requests for Proposals (RFPs) allow negotiation with those vendors who submit proposals with a reasonable possibility of obtaining the award. A response to an RFP is not opened in the public forum and the final negotiated contract may differ considerably from the original proposal. All documents become public upon award and issuance of the purchase order as described by State law.

Informal Quotations and Contracts

The informal Quotation Process (normally, purchases under \$50,000) may result in a Purchase Order for commodities, printing or services. There are two types of informal Quotations normally used:

Written Quotations. Informal written Quotations are solicited in the same manner as written Bids without the formalities of a Public Bid Opening or Advertising.

Telephone/Fax/Email Quotations. In some situations, the Purchasing Department is authorized to obtain Quotations by telephone, fax, or email. You may be assured that such Telephone Quotations have the same integrity as written bids and that the lowest responsive and responsible bidder will receive the award.

Special Requirements of Some Bids

Many bids are for specialized products or services and contain requirements designed to meet specific needs. Below are listed some of the more common special requirements.

Pre-Bid Conferences

Pre-Bid Conferences are designed to give you, the Vendor, the opportunity to meet the Purchasing Agent, Buyer, and/or ultimate users. This is also an opportunity to examine and discuss specifications, bid conditions, and delivery information. We welcome and value your input on these matters and we encourage your attendance.

Bid Deposits and Performance Bond

A Bid Surety is designed to assure that Bids are presented in good faith and unconditionally may not be unilaterally withdrawn. A Performance Surety assures that a Contract will be faithfully performed. A Security is recognized as a possible impediment in your bidding, and is not required on the majority of purchases made by the County. If security is required, the specific conditions contained in the Invitation for Bid will indicate the kind and amount of security. If a Bid Security is required with the Bid, the Bid cannot be considered without it.

Bid Deposit

Cash, Money Order, a Bid Bond executed by a Surety company, Certified Check, Cashier's Check, Bank Draft of any National or State Bank, or Unconditional Letter of Credit may be required to be submitted with your Bid as Bid Security. **A personal check or a company check of a bidder shall not be deemed a valid bid security.**

Performance and Payment Bond

A Performance and Payment Bond shall be issued by a Surety Company authorized to do business as surety in the State of Texas, having a Resident Agent in the State of Texas and having twice the minimum surplus and capital required by the Texas Insurance Code at the time the Bid is issued. Bonds of \$500,000 or more may have additional requirements listed in the Invitation for Bid.

Insurance

Whenever a Quotation or Bid requires you to provide insurance, the low bidder must provide this prior to the Purchasing Department executing a contract. It will be necessary for you to furnish a Certificate of Insurance evidencing insurance coverages as may be required to include Jefferson County as an "Additional Insured" on the certificate. All insurance requirements and a sample form will be provided to all interested Bidders.

Samples and Testing

From time to time the Purchasing Department may require samples of goods being bid. If such a request is made, all samples must be furnished free of charge (including delivery charges) and will be returned at Vendors' request if not destroyed in testing.

Addenda/Changes in the Bid Proposal

During the course of a formal written bid procedure, changes may take place affecting the terms and conditions or the specifications of the bid. In these instances, a written Addendum will be distributed via fax or email to all vendors who have received bid documents. These changes become an integral part of the bid and may be required to be signed and returned with the bid documents. The Addendum will indicate if a signature is required as well as whether it must be returned. Addenda for bids are also posted on the Purchasing website.

How to Bid

Contents of Solicitations

The Bid Packet in its entirety contains the specifications for the commodity or service being purchased, the terms and conditions governing the bid, and will become part of the actual contract if you are awarded the bid.

Adherence to Specifications

Manufacturers' names, trade names, brand information, and/or catalog numbers listed in the bid specifications are for information and establishment of quality level desired and are not intended to limit competition. You may offer any brand that meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate such on the bid form the manufacturer's name and catalog number. You should submit with your bid complete descriptive literature and/or specifications. You should also explain in detail the reason(s) why and how the proposed equivalent will meet the specifications and not be considered an exception, and submit adequate proof to substantiate this claim. The Jefferson County Board of County Commissioners or other awarding authority reserves the right to be the sole judge of what is equal and acceptable. Bids that do not comply with these requirements are subject to rejection. If you fail to name a substitute it will be assumed that you are bidding on, and will be required to, furnish goods identical to the bid standard.

Bidding Prompt Payment Discounts

You may offer a cash discount for prompt payment; however, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Your bid should reflect any unit price discount to be considered in the bid evaluation.

Submitting the Bid

Bids must be submitted in complete original form by mail or messenger to the address and location as specified in the bid packet.

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

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

All bids are opened at the indicated time and date in public, read aloud in the County Commissioners' Court Room, tabulated, and made available for public inspection. For questions regarding bid submission requirements, contact the Purchasing Agent.

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.

Bid Submissions During Time of Inclement Weather, Disaster, or Emergency:

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

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

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.

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.

Errors in Bidding

Your bid is your firm offer to enter into a contract with the County. However, if you discover that you have made an honest mistake in your bid, which can be supported by proof that has evidentiary value, you must notify the Purchasing Agent immediately. The Purchasing Agent, on a case-by-case basis and in the exercise of professional discretion, may grant or deny relief.

How Awards are Made

Acceptable Bids

After bids are read and tabulated, they are analyzed by the Purchasing Department's Staff to determine the lowest responsive and responsible bid that meets specifications. To be responsive, a Bidder must complete all applicable portions of the Bid as instructed. Omission of signature or any crucial part will result in automatic bid disqualification. In addition, all bids must meet the minimum acceptable quality level as stated in the specifications. Failure to meet the specifications will also result in disqualification of the bid. Quality that exceeds that which was specified will not be given special consideration in determining the low bidder.

Awards

All awards of \$50,000 or more are awarded by the Jefferson County Commissioners' Court. All awards less than \$50,000 shall be made by the Purchasing Agent. Although the time varies, analysis and award is normally completed within ninety (90) days.

Tie Bids

In the event that two or more bids are tied, the tie may be broken and the successful Vendor selected according to Texas Local Government Code 262.027.

Additional Helpful Information

The Purchase Order is the County's official means of procurement notification. Vendors are not authorized to deviate from the instructions set forth in the Purchase Order. In the case of a Term Contract (a requirements contract covering a specific period of time), a letter will normally be sent to the successful bidder advising of those items being awarded. Invoices must always reference the applicable Purchase Order.

It is the policy of the Purchasing Department to consider **total cost** when making an evaluation to determine the lowest and best bid. Total cost evaluations may include items such as quality, durability, user recommendation/experience, past performance record, and other items as applicable.

Care should be taken when completing your formal bid package. Failure to comply with the bid requirements may result in your bid being disqualified. Prior to submitting your bid, **check to see that it is signed** and that all documentation has been completed.

Rejection After Bid Opening

After bids are opened, any oral bids may be rejected by the Purchasing Agent.

Special Requirements for Vendors

Vendor Registration: SAM (System for Award Management)

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an “active” status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Bidders are strongly encouraged to review their firm’s SAM (System for Award Management) status prior to Bid Submission.

Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

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

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

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

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

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

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below. *Vendors must enter the required information on Form 1295, and print a copy of the completed form.*

The form will include a certification of filing that will contain a unique certification number.

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

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

FEMA Mandated Contract Clauses:

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States. See also Request for Proposals at page 8, Section E.

**D. DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK” ACT, 2 CFR §200.326
Appen. II to Part 200 (D)**

If applicable to the work and services performed by CONTRACTOR under the parties’ AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland “Anti-Kickback” Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties’ AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

**E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326
Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)**

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible, therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract

for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (l) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

See also Request for Proposals at page 6, Section 14.

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

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

See Request for Proposals at page 7, Section B.

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

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

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>.

The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>

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

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

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives. See also Requests for Proposals at page 24, Section 3.4, subparagraph 5.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Vendor's Responsibility after Award

Contract Performance

After you have been awarded a contract, the acceptance of your delivery is conditional upon inspection by the receiving agency and their certification that you have fully complied with the terms of the contract. This includes, but is not limited to, on-time delivery of the exact items described in the Purchase Order.

Non-Performing Vendors

In order to guarantee the contract price and ensure delivery of needed products and services, the County reserves a contractual right to cancel the contracts of non-performing Vendors. If a Vendor fails to deliver in accordance with the terms and conditions, or otherwise breaches the contract with the County, the nonperforming Vendor may be barred from doing business with Jefferson County for a time period determined by the Purchasing Agent, along with any legal action deemed appropriate.

Change Orders and Modifications

Occasionally, after a Contract has been awarded, changes occur in either price or performance. If the Contract provides for modifications, it is done by a written Change Order which is sent to the Purchasing Agent. Please note that the Contract will specifically state the circumstances under which changes are allowed.

Buying of Surplus Property

Cars, trucks and a variety of other types of miscellaneous equipment used by the County will be sold to the public through Public Auction or trade-in allowances. For further information, contact:

Jefferson County Purchasing Department
1149 Pearl Street. First Floor
Beaumont, Texas 77701
Attn: Sylvia Moore
409-835-8593 office

Safety Standards

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder:

1. The potential for fire, explosion, corrosivity, and reactivity;
2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
3. The primary routes of entry and symptoms of overexposure.
 - a. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - b. The emergency procedure for spills, fire, disposal, and first aid.
 - c. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information
 - d. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

Invoice and Payment Procedures

The County Auditor is responsible to ensure that all legal and procedural requirements have been met before authorizing payments to Vendors. In order to facilitate the timely processing of payments to Vendors, the Auditing Department must have the proper invoice.

Proper Invoice

The County Auditor may set forth requirements for an invoice to be a proper invoice. Vendors will deliver an original invoice to the county in accordance with the purchase order and include the following information:

- The County purchase order number, correlating to the County purchase order number under which the purchase was made;
- The name of the business organization recited in the County purchase order;
- The date of its preparation;
- An identifying number to facilitate identification of the invoice;
- The Vendor's federal identification number;
- A description of the goods or services or property provided to the County;
- The County's part or item number for each item or part delivered;
- The delivery terms set forth within the County purchase order;
- The location and date of delivery of the goods or services of property to the County;
- The quantity of the goods or services or property provided to the County;
- The unit price of the goods or services or property provided to the County;
- The extended total price of the goods or services or property provided to the County; and
- Any applicable discounts.

The Auditing Department must also have authorization from the Purchasing Department to pay amount invoiced.

Mail all invoices to:

Jefferson County Auditing Department
1149 Pearl Street, Seventh Floor
Beaumont, Texas 77701

Generally, invoices will be paid 30 days or net 30, from the date of the invoice unless discount terms are offered.

Jefferson County Purchasing Department Contact Information

Jefferson County Purchasing Department
1149 Pearl Street, First Floor
Beaumont, Texas 77701
409-835-8593 office

Deborah Clark	Purchasing Agent
Jamey West	Assistant Purchasing Agent
Tamara Edwards	Senior Buyer
Tina Williams	Senior Buyer
Yea-Mei Sauer	Contract Specialist
Sylvia Moore	Senior Office Specialist

Helpful Hints

Selling to Jefferson County is not as difficult as you may envision. Some helpful hints to a business interested in selling include:

- Invitation for Bid Standard Form must be signed by an authorized member of the firm.
- Quotation Request must be signed by an authorized member of the firm.
- Bid Deposits/Bonds (if required) must accompany bid documents.
- Supporting literature (if required) must accompany bid documents.
- Addenda (if required) must accompany bid documents.
- Items quoted must be delivered; there will be no substitution without prior approval.
- Read the Bid Invitation closely to understand what the Bid Invitation is for, and how it is to be answered.
- Ask questions of the Purchasing Department to clear up any doubt.
- Ensure registration with the System for Award Management (SAM) website.
- “Shall/Will or Must” — these words indicate mandatory; expresses a requirement binding on either the constructor or the purchaser.
- “Should or May” — these words indicate non-mandatory provisions.
- “Equivalent” — these words indicate that items offered must be equivalent as to function, basic design type and quality of material, method of construction and any required dimensions.
- Respond (e.g., yes/no, etc., NA) to each item or question in the bid documents or bid questionnaire.
- Resolve Protested Solicitations and Proposed Awards. According to the Texas Local Government Code 262.027, “Awarding Contract,” any prospective Bidder or Offeror who is aggrieved in connection with the solicitation or proposed award of a Contract may protest by submitting a written request to appear before Commissioners’ Court and should have known the facts giving rise thereto.

Non-Binding Nature of this Publication

This publication is designed solely to provide general summary information to those wishing to do procurement business with Jefferson County. As such, it is not binding in either a legal or regulatory sense. The procurement activity of Jefferson County is performed in accordance with the applicable laws, the Texas Local Government Code 262, and other applicable rules and regulations governing the information in this publication notwithstanding.

This publication does not have the force or effect of any law, rule or regulation, and should not be relied upon by bidders in determining their actions or conduct.