Special, 10/3/2023 10:30:00 AM

BE IT REMEMBERED that on October 03, 2023, 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 (ABSENT)

Absent

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Absent

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Deputy Donta Miller

Honorable Roxanne Acosta-Hellberg, County Clerk

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

4

Jeff R. Branick, County Judge Vernon Pierce, Commissioner, Precinct One Cary Erickson, Commissioner, Precinct Two Michael S. Sinegal, Commissioner, Precinct Three Everette "Bo" Alfred, Commissioner, Precinct Four



NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS October 03, 2023

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **03rd** day of **October 2023** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** meeting 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:

10:00 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting.

The following options are available:

View live with audio from the County Webpage:

Notice of Meeting and Agenda October 03, 2023

https://co.jefferson.tx.us/comm_crt/commlink.htm

Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.

Please be mindful that the audio portion of this meeting will be of better quality from the website.

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

PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One

PURCHASING:

(a).Receive and file bids for Invitation for Bid (IFB 23-051/MR) Term Contract for Indigent Burial Plots for Jefferson County.

SEE ATTACHMENTS ON PAGES 10 - 79

Motion by: Erickson Second by: Pierce

In Favor: Pierce, Erickson, Sinegal

Action: APPROVED

(b). Receive and file bids for Invitation for Bid (IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County.

SEE ATTACHMENTS ON PAGES 80 - 590

Motion by: Erickson Second by: Pierce

In Favor: Pierce, Erickson, Sinegal

Action: APPROVED

(c). Consider and approve specifications for Request for Proposal (RFP 23-066/JW) Professional Grant Administration and Management Services for Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 591 - 636

Action: TABLED

(d). Consider and approve award, execute, receive and file contract for (RFP 23-045/MR) Re-Bid Jefferson County Entertainment Complex Naming Rights with Doggett Company, LLC.

NO ATTACHMENTS

Action: TABLED

(e). Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Proposal (RFP 23-052/MR) Janitorial Services for Jefferson County.

NO ATTACHMENTS

Notice of Meeting and Agenda October 03, 2023

Motion by: Pierce Second by: Erickson

In Favor: Pierce, Erickson, Sinegal

Action: APPROVED

COUNTY AUDITOR:

(a). Consider and approve FY 2023 budget amendment—Purchasing – additional cost for advertising.

SEE ATTACHMENTS ON PAGES 637 - 637

120-1022-415-5001	ADVERTISING	\$4,000.00	
120-1018-419-1005	EXTRA HELP		\$4,000.00

Motion by: Erickson Second by: Pierce

In Favor: Pierce, Erickson, Sinegal

Action: APPROVED

(b). Consider and approve FY 2024 budget transfer—MIS – additional cost for security monitoring.

SEE ATTACHMENTS ON PAGES 638 - 640

120-1025-415-5053	RENT-EQUIPMENT	\$41.00	
120-1025-415-6002	COMPUTER EQUIPMENT		\$41.00

Motion by: Erickson Second by: Pierce

In Favor: Pierce, Erickson, Sinegal

Action: APPROVED

(c). Consider and approve advance funding request for American Rescue Plan Act approved project with Legacy CDC dba Tender Loving Care Center for Children in the amount of \$250,000.

SEE ATTACHMENTS ON PAGES 641 - 641

Action: TABLED

(d). Consider and approve electronic disbursement for \$624.82 to Texas Department of Criminal Justice for October insurance reimbursement.

NO ATTACHMENTS

Notice of Meeting and Agenda October 03, 2023

Motion by: Pierce Second by: Erickson

In Favor: Pierce, Erickson, Sinegal

Action: APPROVED

(e). Consider and approve directing all money that otherwise would be deposited in a salary fund shall be deposited in the general fund of the county in accordance with Local Government Code section 154.007.

NO ATTACHMENTS

Motion by: Erickson Second by: Pierce

In Favor: Pierce, Erickson, Sinegal

Action: APPROVED

(f).Regular County Bills – check #510475 through check #510722.

SEE ATTACHMENTS ON PAGES 642 - 650

Motion by: Erickson Second by: Pierce

In Favor: Pierce, Erickson, Sinegal

Action: APPROVED

(g). Consider and approve advance funding request for American Rescue Plan Act approved project with Water District #10 in the amount of \$168,547.67.

SEE ATTACHMENTS ON PAGES 651 - 664

Motion by: Erickson Second by: Pierce

In Favor: Pierce, Erickson, Sinegal

Action: APPROVED

COUNTY COMMISSIONERS:

(a). Consider, possibly approve, authorize the County Judge to execute, receive and file An Amended Agreement between Jefferson County and Tim Richardson (Consultant) for professional services related to the BP Deepwater Horizon (DWH) restoration.

SEE ATTACHMENTS ON PAGES 665 - 672

Motion by: Pierce Second by: Erickson

In Favor: Pierce, Erickson, Sinegal

Action: APPROVED

(b). Consider and possibly approve a proclamation for National 4-H Week.

SEE ATTACHMENTS ON PAGES 673 - 673

Motion by: Erickson Second by: Pierce

In Favor: Pierce, Erickson, Sinegal

Action: APPROVED

(c). Consider possibly approve and authorize the County Judge to execute the FY 2023 Port Security Grant Program (PSP) between Jefferson County and the Southeast Texas Regional Planning Commission.

SEE ATTACHMENTS ON PAGES 674 - 676

Motion by: Erickson Second by: Pierce

In Favor: Pierce, Erickson, Sinegal

Action: APPROVED

(d). Consider and possibly approve an Order to Approve Online Education for County Commissioners pursuant to Texas Local Government Code Sec. 81.0025 et seq.

SEE ATTACHMENTS ON PAGES 677 - 679

Motion by: Erickson Second by: Pierce

In Favor: Pierce, Erickson, Sinegal

Action: APPROVED

ENGINEERING DEPARTMENT:

(a). Consider, approve, ratify, receive, and file material cost/expense check for Construction Project 03-OW-22 and Road Use Agreement from DUPHILL, INC for road damages in Jefferson County Precinct#2.

SEE ATTACHMENTS ON PAGES 680 - 684

Motion by: Erickson Second by: Pierce

In Favor: Pierce, Erickson, Sinegal

Action: APPROVED

(b). Consider and possibly approve a Minor Plat of Lazy D Ranch, a subdivision out of and part of B.A. Vacocu Survey, Abstract No. 53, Jefferson County Texas. Property is located off of Shellhammer Road in Precinct #3. This plat is not within any ETJ and has met all of Jefferson Counties platting requirements.

SEE ATTACHMENTS ON PAGES 685 - 685

Motion by: Pierce Second by: Erickson

In Favor: Pierce, Erickson, Sinegal

Action: APPROVED

VISITORS CENTER:

(a). Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations for the Fall 2023 HOT Grants Cycle. Please see the attached list.

SEE ATTACHMENTS ON PAGES 686 - 688

Motion by: Erickson Second by: Pierce

In Favor: Pierce, Erickson, Sinegal

Action: APPROVED

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

Special, October 05, 2023

There being no further business to come before the Court at this time, same is now here adjourned on this date, October 05, 2023.



1155 North Eleventh Beaumont, Texas 77702

Term Contract for Indigent Burial Plots for Jefferson County # IFB 23-051/MR
Jefferson County Purchasing Department 1149 Pearl St. 1st Floor Beaumont, TX 77701



dba Claybar Haven of Rest Cemetery

September 27, 2023

Ms. Deborah L. Clark Purchasing Agent Jefferson County, Texas

RE:

Indigent Burial Plots Bid No. 23-051/MR

We are pleased to provide the enclosed bid to assist Jefferson County in providing for indigent burial services.

We appreciate the concern our Commissioners have shown in caring for the interment needs of the least fortunate of our County residents. We also appreciate the opportunity to partner with Jefferson County during the past 5 years and would hope to continue this partnership in the years ahead.

As you are aware, to accommodate the indigent needs of Jefferson County, we created "Serenity Gardens," a dedicated section of Haven of Rest Cemetery sufficient in size to care for the interment needs of our County for the next 10 years.

Haven of Rest Cemetery is licensed by the State of Texas Funeral Service Commission as a perpetual care cemetery.

We have taken great pride in providing this service to our county residents and in the dignity and professionalism we have afforded families during the most difficult of times.

We respectfully submit our bid and the supporting documents. We appreciate your consideration and look forward to continuing our partnership with Jefferson County to provide dignified, compassionate burial services for the less fortunate.

Warren Claybar

President

Sincerely₄



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

LEGAL NOTICE Advertisement for Invitation for Bids

August 22, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-051/MR) Term Contract for Indigent Burial Plots for Jefferson County. Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County <u>does not</u> accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:

Term Contract for Indigent Burial Plots for Jefferson County

BID NUMBER:

IFB 23-051/MR

DUE BY TIME/DATE:

11:00 AM CT, Wednesday, September 27, 2023

MAIL OR DELIVER TO:

Jefferson County Purchasing Department

1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

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

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah L. Clark, Purchasing Agent Jefferson County, Texas **PUBLISH:**

Beaumont Enterprise:

August 23, 2023 & August 30, 2023

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BID SUBMISSIONS:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet <u>in its</u> <u>entirety</u>.

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

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 BID PRIOR TO 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 BID AFTER 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 award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered

non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder <u>must</u> clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, 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

(IFB 23-051/MR) Term Contract for Indigent Burial Plots for Jefferson County

perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost

will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 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.

4.3 PRICE RE-DETERIMINATION.

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.

4.4 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.

4.5 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.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 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.

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. 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.

EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during

non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

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 non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

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

(IFB 23-051/MR) Term Contract for Indigent Burial Plots for Jefferson County

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posted on the Purchasing web page at https://www.co.jefferson.tx.us/Purchasing/ 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.

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 AN/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.

21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.

[&]quot;County" - Jefferson County, Texas.

[&]quot;Contractor" – The Bidder whose proposal is accepted by Jefferson County.

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. *Language as of August 31, 2022.

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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. The Contractor 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) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.
- (5) The 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.
- (6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract 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.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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 a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor 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 interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.

>\$2,000

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions

2 CFR 200 APPENDIX II (D)

	Applicable to Contracte Cayonian Federally Figure 4	
	Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to	
	pay wages to laborers and mechanics at a rate not less than the prevailing wages	:
	specified in a wage determination made by the Secretary of Labor. In addition,	
	Contractors must be required to pay wages not less than once a week. The non-	
	,	
	Federal entity must place a copy of the current prevailing wage determination	
	issued by the Department of Labor in each solicitation. The decision to award a	
	contract or subcontract must be conditioned upon the acceptance of the wage	
	determination. The non-Federal entity must report all suspected or reported	
	violations to the Federal awarding agency. The contracts must also include a	
	provision for compliance 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 each Contractor or subrecipient 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 non-Federal entity must report all suspected or	
	reported violations to the Federal awarding agency.	
	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where	
	applicable, all contracts awarded by the non-Federal entity in excess of	
	\$100,000 that involve the employment of mechanics or laborers must include a	
	provision for compliance 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 must be required to compute the wages of every mechanic	
	and laborer on the basis of a standard work week of 40 hours. Work in excess	
>\$100,000	of the standard work week is permissible provided that the worker is	2 CFR 200
7,100,000	compensated at a rate of not less than one and a half times the basic rate of pay	APPENDIX II (E)
	for all hours worked in excess of 40 hours in the work week. The requirements	AFFENDIX II (E)
	of 40 U.S.C. 3704 are applicable to construction work and provide that no	
	laborer or mechanic must be required to work in surroundings or under working	
	conditions which are unsanitary, hazardous or dangerous. These requirements	
	do not apply to the purchases of supplies or materials or articles ordinarily	
	available on the open market, or contracts for transportation or transmission of	
	intelligence.	
	Rights to Inventions Made Under a Contract or Agreement. If the Federal award	
	meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the	
	recipient or subrecipient wishes to enter into a contract with a small business	
	firm or nonprofit organization regarding the substitution of parties, assignment	
None	or performance of experimental, developmental, or research work under that	2 CFR 200
7,0110	"funding agreement," the recipient or subrecipient must comply with the	APPENDIX II (F)
	requirements of <u>37 CFR Part 401</u> , "Rights to Inventions Made by Nonprofit	
	Organizations and Small Business Firms Under Government Grants, Contracts	
	and Cooperative Agreements," and any implementing regulations issued by the	
	awarding agency.	
	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control	
	Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in	
	excess of \$150,000 must contain a provision that requires the non-Federal	
×6150 000	award to agree to comply with all applicable standards, orders or regulations	2 CFR 200
_ >\$150,000	issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal	APPENDIX II (G)
	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).	
		

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200
		APPENDIX II (K) 2 CFR 200
	See 2 CFR §200.322.	APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	 §135.38 Section 3 clause All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. 	

C. The Contractor agrees to send to each labor organization or representative
of workers with which the Contractor has a collective bargaining agreement or
other understanding, if any, a notice advising the labor organization or workers'
representative of the Contractor's commitments under this section 3 clause,
and will post copies of the notice in conspicuous places at the work site where
both employees and applicants for training and employment positions can see
the notice. The notice shall describe the section 3 preference, shall set forth
minimum number and job titles subject to hire, availability of apprenticeship
and training positions, the qualifications for each; and the name and location of
the person(s) taking applications for each of the positions; and the anticipated
date the work shall begin.

- D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

None

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered

2 CFR 200.216

	telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 , section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical	
	infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.	
	(b) In implementing the prohibition under <u>Public Law 115-232</u> , section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.	
	(c) See <u>Public Law 115-232</u> , section 889 for additional information. (d) See also § 200.471.	
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:	2 CFR
None	(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.	200.322(a)(b)(1) (2)
	(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112

	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable	
None	format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using 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; and (6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. Contract for Indigent Burial Plots for Jefferson County	2 CFR 200.334

	(d) When records are transferred to or maintained by the Federal awarding	
	agency or pass-through entity, the 3-year retention requirement is not	
	applicable to the non-Federal entity.	
	(e) Records for program income transactions after the period of performance.	
	In some cases, recipients must report program income after the period of	
	performance. Where there is such a requirement, the retention period for the	
	records pertaining to the earning of the program income starts from the end of	
	the non-Federal entity's fiscal year in which the program income is earned.	
	(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies	
	to the following types of documents and their supporting records: Indirect cost	
	rate computations or proposals, cost allocation plans, and any similar	
	accounting computations of the rate at which a particular group of costs is	
	chargeable (such as computer usage chargeback rates or composite fringe	
	benefit rates).	
	(1) If submitted for negotiation. If the proposal, plan, or other computation is	
	required to be submitted to the Federal Government (or to the pass-through	
	entity) to form the basis for negotiation of the rate, then the 3-year retention	
	period for its supporting records starts from the date of such submission.	
	(2) If not submitted for negotiation. If the proposal, plan, or other computation	
	is not required to be submitted to the Federal Government (or to the pass-	
	through entity) for negotiation purposes, then the 3-year retention period for	
	the proposal, plan, or computation and its supporting records starts from the	
	end of the fiscal year (or other accounting period) covered by the proposal, plan,	
	or other computation.	
	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR	, <u> </u>
	FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may	
	not enter into a governmental contract with a company that is identified on a	
	list prepared and maintained under Section 2270.0052, 2270.0102, or	
	2270.0152. In accordance with Texas Government Code, Chapter 2252,	
	Subchapter F, Respondent hereby represents and warrants that it is not a	
	company identified on the lists prepared and maintained under Texas	T 0
None	Government Code §§ 2270.0052 (companies with business operations in	Texas Government
	Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152	Code 2252.152
	(companies known to have contracts with or provide supplies or services to a	
	foreign terrorist organization). Notwithstanding the foregoing, a company that	
	the United States government affirmatively declares to be excluded from its	
	federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist	
	organization, is not subject to contract prohibition under this clause. A company	
	claiming such exemption must submit the official copy of the declaration.	
	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain	
	solicitations and contracts. Section 2271.002 of the Texas Government Code	
	states the following:	
	(a) This section applies only to a contract that:	
	(1) is between a governmental entity and a company with 10 or more full-time	
	employees; and	Texas Government
>\$100,000		Code 2271.002
	(2) has a value of \$100,000 or more that is to be paid wholly or partly from	Code 22/1.002
	public funds of the governmental entity.	
<u> </u>	(b) A governmental entity may not enter into a contract with a company for	
	goods or services unless the contract contains a written verification from the	
	company that it:	
	L	

	(1) does not boycott Israel; and	
	(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected	Section 504 of the Rehabilitation Act
	to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	of 1973, as amended.

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 13S2, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

penalty of not less than \$10,000 and not more than \$	5100,000 for each such failure.
<u>.</u>	certifies or affirms the truthfulness and accuracy of each. In addition, the Contractor understands and agrees that the edies for False Claims and Statements, apply to this certification
Warren Claybar Name and Title of Contractor's Authorized Official	
Date	

REQUIRED FORM -

<u>Bidder</u>: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor _				_certifies or aff	firms by your signa	ture that neither you no
your principal is	presently deba	arged, susper	ided, proposed	for debarment	, declared ineligibl	e, or voluntarily excluded
from participation	n in this trans	action by any	/ federal depart	ment or agency	y.	·
from participation			•	-	-	

Signature of Contractor's Authorized Official

Warren Claybar, president

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, 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. The Contractor 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) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.
- 5) The 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.
- 6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract 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.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor 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 interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Warren Claybar

Date

Name and Title of Contractor's Authorized Official

REQUIRED FORM

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet in

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

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

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

<u>BID PACKAGING</u>: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, September 27, 2023.

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.

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

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

COURTHOUSE SECURITY: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals 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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2023):

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	New Year's

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 IFB 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 Statements of Qualifications 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.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to Mistey Reeves, Assistant Purchasing Agent at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact **Deborah Clark**, Purchasing Agent at: deb.clark@jeffcotx.us. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, September 15, 2023.

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are <u>required</u> 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

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may <u>initially</u> accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) <u>prior</u> to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.



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(blank)	1155 N 11TH ST BEAUMONT, TX 77702-1206 USA		NAME OF THE OWNER OWNER OF THE OWNER		

FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

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 contoin a unique certification number.

2. Submit a FORM 1295 <u>hard copy</u> (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department <u>with bid submission</u>.

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

A sample of a completed FORM 1295 is included on PAGE 30.

FORM 1295 Implementation Background:

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, <u>replaces the notary requirement</u> 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."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 129S 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 <u>not</u> 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 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

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT.

CERTIFICATE OF INTI	ERESTED PARTIES			FORM 129
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and	here are interested parties. 6 if there are no interested parties.			CE USE ONLY
Name of business entity filling form	, and the city, state and country of the bu	ısiness		Jelfile
entity's place of business. :NDOR:ENTER YOUR BUSINESS NAI	ME, CITY, STATE, AND COUNTRY HERE			The state of
Name of governmental entity or sta which the form is being filed.	ate agency that is a party to the contract	for		72,
FFERSON COUNTY, TEXAS			×+	•
	used by the governmental entity or state rvices, goods, or other property to be provided. NTRACT/AGREEMENT REF# AND TITLE H	_~~	track of ide to the cont	ntify the contract ract.
Name of Interested Party	City, State, Country	Natu	re of Interes	t (check applicable
Name of Interested Party	(place of business)	Col	ntrolling	Intermediary
NDOR: ENTER EACH PERSON HAVING INERS ARE THE CONTROLLING PARTI	NTEREST,		х	
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<i></i>	T			
Check only if there is NO interes	CHECK BELO	W IF APPI	LICABLE	
INSWORN DECIMATION VENDOR:	: COMPLETE, DATE, AND SIGN THIS DECLA	ARATION S	ECTION.	
	, and my date	e of birth is _		
X			te) (zip cod	le) (country)
X	(city) pregoing is true and correct.	(sta	e) (zip ood	·
denate under penalty of perjury that the fo	• •	,	, 20	year)

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017 NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.				CE USE	ONLY OF FILING	
1	Name of business entity filing form, and the city, state and count of business.		Certificate Number: 2023-1074426				
	Claybar Haven of Rest Cemetery						
	Beaumont, TX United States			Date Filed:			
2	Name of governmental entity or state agency that is a party to th being filed.	e contract for which the form	is	09/21/2023			
	Jefferson County		ı	Date Ackno	wledged:		
3	Provide the identification number used by the governmental enti description of the services, goods, or other property to be provide	ty or state agency to track or led under the contract.	identify t	the contract	, and pro	vide a	
	IFB23-051/MR Haven of Rest Cemetery Grave space; concrete grave liner a	nd opening and closing of th	ne grave.				
4				<u> </u>	Nature of	f interest	
4	Name of Interested Party	City, State, Country (place	of busine	ss)	plicable)		
				Controlling		Intermediary	
Ha	ven of Rest Cemetery	Beaumont, TX United Sta	ates	Х			
	A 780 TEA (1881) - TO A 600 TEA (1881) - TO	· · · · · ·					
		· · · · · · · · · · · · · · · · · · ·			-		
5	Check only if there is NO Interested Party.			<u> </u>			
6	UNSWORN DECLARATION				1	-	
	My name is Warren Claybar	, and my	date of b	irth is 3	25	75	
	My address is 1155 N 11TH ST	BEAUMONT	, TX	7770	2	, USA	
	(street)	(city)	(stat	te) (ziņ	code)	(country)	
	declare under penalty of perjury that the foregoing is true and correct	t.			_		
	Executed inCounty	, State of Texas	on the 🏋	7th _{day of}	зер	, ₂₀ _23	
			,		(month)	(year)	
		Signature of authorized ager (Declara	nt of contra	acting busin	ess entity	 	
		(Decials	m <i>j</i>				

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

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

7. 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.

8. PAYMENT.

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

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

Invoices shall be submitted to:

Jefferson County Auditing Department Attention: Accounts Payable 1149 Pearl Street, 7th floor Beaumont, TX 77701.

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 (S) 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.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations \$1,000,000 Excess Liability \$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

- 11.1.1 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.
- 11.1.2 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.
- 11.1.3 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.
- 11.2 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.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract <u>refer to Section 10 above</u>.
- 11.4 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.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 11.5.1 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
 - 11.5.2 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.
- 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 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.
- 11.8 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.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 11.9.1 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.
 - 11.9.2 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.
 - 11.9.3 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.
 - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 11.9.4.2 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.
 - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 11.9.6 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
 - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 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.
- 11.11 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.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.



Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

E-mail: <u>clientcontactcenter@fedins.com</u>

Phone: 1-888-333-4949

Fax: 507-446-4664

Thank you for your business!

Client Contact Center

Enclosed:

Certificate Document(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/22/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this

_ C	SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER FEDERATED AUGUS ANGEL COMPANY			CONTACT NAME: CLIENT CONTACT CENTER					
FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328				PHONE (A/C, No): 507-446-4664				
OWATONNA, MN 55060				E-MAIL ADDRESS: CL	IENTCONTAC*	TCENTER@FEDINS.COM		
						INSURERS A	FFORDING COVERAGE	NAIC#
				1	EDERATED MU	JTUAL INSURANCE COMPANY	13935	
	IRED			426-017-0				
CLAYBAR FUNERAL HOME, INC 1155 N 11TH ST			INSURER C:					
BEAUMONT, TX 77702-1206				INSURER D:				
			INSURER E:					
COVERAGES CERTIFICATE NUMBER: 2			INSURER F:		EVISION NUMBER: 2			
			IOOUED TO TU			UOB INDIOASER		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN IS: NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR			OR OTHER DO	CUMENT WITH	RESPECT TO WHICH THIS CERTI	IFICATE MAY BE		
S	SUED OR MAY PERTAIN, THE INSURANCE UCH POLICIES, LIMITS SHOWN MAY HAVE B	AFFO	RDED	BY THE POLICIES DESCRIBE	D HEREIN IS 9	UBJECT TO ALL	. The Terms, exclusions and	CONDITIONS OF
NSR LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
L.R.	X COMMERCIAL GENERAL LIABILITY	JUSE.	77.70		IMMIDOLTYTT	(MANA/DOLT Y 1 Y)	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	SERVING WINDS STORY						(Ea accurrence) MED EXP (Any one person)	EXCLUDED
Α		N	N	1861422	05/23/2023	05/23/2024	PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGOREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	X POLICY PRO- LOC						PRODUCTS & COMP/OP AGG	\$2,000,000
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANYAUTO						BODILY INJURY (Per Person)	
Α	OWNED AUTOS ONLY SCHEDULED AUTOS	N	N	1861422	05/23/2023 05/23/2024	05/23/2024	BODILY (NJURY (Per Accident)	
	HIRED AUT OS ONLY NON-OWNED AUT OS ONLY						PROPERTY DAMAGE (Per Accident)	
	AUTOS ONLY						Tree Accidenty	
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$5,000,000
Α	EXCESS LIAB CLAIMS-MADE	N	N	1861423	05/23/2023	05/23/2024	AGOREGATE	\$5,000,000
	DED RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY YIN						PER STATUTE OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L EACH ACCIDENT	
	(Mandatory in NH)	N/A					E.L OISEASE EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L DISEASE · POLICY LIMIT	
								_
	RIPTION OF OPERATIONS / LOCATIONS / VEHICLES CLAYBAR HAVEN OF REST CEMETER'		KD 101,	, Additional Remarks Schedule, may b	e attached if more	spaca is required)		i
CEL	TIFICATE HOLDER				CANCELLATI	ON		
	-017-0			0.0	CANCELLATI	ON		
JEF	FERSON COUNTY COURTHOUSE			2 2	SHOULD AN	IY OF THE A	BOVE DESCRIBED POLICIES	BE CANCELLED
	9 PEARL ST NUMONT, TX 77701-3638				BEFORE THE	EXPIRATION I	DATE THEREOF, NOTICE WILL	BE DELIVERED IN
□	CONCINI, IX IIIO PS030			i	ACCORDANG	E WITH THE P	OLICY PROVISIONS.	[
					AUTHORIZED RE	PRESENTATIVE	1 10000	
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BIDDER INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.
Bid Number & Name: (IFB 23-051/MR) Term Contract for Indigent Burial Plots for Jefferson County
Bidder's Company/Business Name: Hillcrest Memorial Gardens, Inc. dba Haven of Rest Cemetery
Bidder's TAX ID Number: 176-055-77190
If Applicable: HUB Vendor No DBE Vendor No
Contact Person: Warren Claybar Title: President
Phone Number (with area code):409 892-3456
Alternate Phone Number if available (with area code):(409) 882-1984
Fax Number (with area code): (409) 892-6477
Email Address:officeBmt@ClaybarDifference.com
Mailing Address (Please provide a physical address for bid bond return, if applicable):
1155 N . 11 th St.,
Address
Beaumont, Texas 77702
City, State, Zip Code

REQUIRED FORM

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us. Please reference Bid Number: IFB 23-051/MR.

SCOPE OF PROJECT:

Jefferson County seeks to purchase approximately 50 Burial Plots with an option to purchase an additional 450 plots (at the rate of 100 plots per year) for the purpose of burial of the indigent. Contractor shall also provide Opening and Closing of Grave, Grave Liner, Tent and Chairs, and Marker. Jefferson County will purchase services on an as needed basis.

Jefferson County expects to conduct approximately 110 burials of infants, children and adults per year. Approximately 8 of these will be oversized burials. Burials of infants and cremains should be three (3) per plot by dividing the space into thirds. Jefferson County requests cremains are not buried until there are three (3) sets to be buried. The successful contractor will provide simple, yet dignified, burials on a unit price basis, Burials shall include opening and closing of the grave, grave liner, tent and chairs and marker.

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

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

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

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

In the event Jefferson County requests a burial, a Jefferson County representative may be present. Jefferson County may inspect the procedures of the contractor from the time the contractor claims the body until the grave is covered. The contractor should provide access for media and/or public scrutiny.

at any time, and promptly notify Jefferson County as soon as the possibility of such media or public inquiry is made known to the contractor.

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

Burials may include, but are not limited to opening and closing of the burial plot, grave liner, tent & chairs, and a marker. Pricing for burials will be indicated as Items 1 through 7 on the Pricing Delivery Information Sheet.

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

TERM:

The effective date of contract will be upon execution by Commissioner's Court. The contract will be for a 5 year term. Modification of contract price shall be allowed only on the anniversary date of the contract. Written request for price revisions shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components involved in the contract. Price increases shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

OFFER AND ACCEPTANCE FORM **OFFER TO CONTRACT**

To Jefferson Co	ounty:
-----------------	--------

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 penal and complete, and states that he/she has th contract if accepted by Jefferson County.		•
We acknowledge receipt of the following amen	dment(s):,,	·
I certify, under penalty of perjury, that I have t	the legal authorization to bin	nd the firm hereunder:
Haven of Rest Cemetery	For clarification of	this offer, contact:
Company Name		
1155 N 11 th Street	Warren Claybar, P	resident
Address	Name & Title	
Beaumont, Texas 77702	409 892-3456	(409) 892-6477
City State Zip	Phone	Fax
	Officebmt@Clayba	arDifference.com
Signature of Person Authorized to Sign	E-mail	
Warren Claybar		
Printed Name	· · · · · · · · · · · · · · · · · · ·	
President		
Title		

REQUIRED FORM

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Indigent Burial Plots for Jefferson County for a period of five (5) years beginning on execution by Commissioners' Court.

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

This contract shall henceforth be referred to as Contract No. IFB 23-051/MR, Term Contract for Indigent Burial Plots 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 JEFFERSON COUNTY, TEXAS	Date	
ATTEST:		
Roxanne Acosta Hellberg, County Clerk	Date	

BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.

None

BID FORM

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

Item	Description	UOM	Unit Price
1	Burial Plot (Initial Purchase of 50 Plots)	ea	\$ \$995.00
2	Oversized Burial Plot	ea	\$ * N/A
3	Opening and Closing of Plot to include Tent & Chairs	ea	\$ 975.00
4	Grave Liner	ea	\$ 475.00
5	Oversized Grave Liner	ea	\$ 475.00
6	Plastic Urn Vault	ea	\$ 150.00
7	Marker for Grave	ea	\$ 195.00

^{*} Oversized burial plot is not required to bury a standard #34 oversized grave liner. If it becomes necessary to use a #40 oversized grave liner, we would need to use approximately 1/3 of the next grave space. The remaining 2/3 of that space could then be used for three (3) infant or cremation burials.

REQUIRED FORM

VENDOR REFERENCES FORM

Bidder: 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.

REFERENCE ONE					
Government/Company Name: Coldspring					
Address: 17482 Granite West Rd., Cold Spring, MN 56320					
Contact Person and Title: Dave McNally; Regiona	al Sales Manager				
Phone: 800-551-7502	Fax:				
Email Address: dmcnally@coldspringusa.com Contract Period:					
Scope of Work: Monument sales and manufacturi	ng				
REFERENCE TWO					
Government/Company Name: Batesville Cask	et company				
Address: 1 Batesville Boulevard, Batesville, India	nna 47006				
Contact Person and Title: Jim Hartung, Account E	Business Consultant				
Phone: 281-413-5020	Fax:				
Email Address:	Contract Period:				
Scope of Work: Caskets and cremation supply sales					
REFERENCE THREE					
Government/Company Name: Wilbert Vaults	of Houston				
Address: 10645 Aldine Westfield Rd., Houston, TX 77093					
Contact Person and Title: Jay Walker, Manager					
Phone: 713-292-7604	Fax:				
Email Address: jwalker@wilberthouston	Contract Period:				
Scope of Work: Vault and liner sales					

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.

Haven of Rest Cemetery	
Bidder (Entity Name)	Signature
1155 North-11 th St.	
Street & Mailing Address	Print Name
Beaumont, Tx 77702	Date Signed
City, State & Zip	
409 892-3456	409 892-6477
Telephone Number	Fax Number
OfficeBmt@ClaybarDifference.com	

REQUIRED FORM

E-mail Address

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Warren Claybar, President

Name and Title of Contractor's Authorized Official (Please Print)

REQUIRED FORM

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 64th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 178, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	:
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	:
1 Name of vendor who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire.	
(The law requires that you file an updated completed questionnaire with the app later than the 7th business day after the date on which you became aware that the orig incomplete or inaccurate.)	
Name of local government officer about whom the information in this section is being disci	oaed.
Name of Officer	
This section (item 3 including subparts A, B, C, & D) must be completed for each officer we employment or other business relationship as defined by Section 176.001(1-a), Local Governipages to this Form CIQ as necessary.	
A. Is the local government officer named in this section receiving or likely to receive texable income, from the vendor?	ncome, other than investment
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the loc	
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity will government officer serves as an officer or director, or holds an ownership interest of one perc	
Yes No	
D. Describe each employment or business and family relationship with the local government	officer named in this section.
4	
Signature of vendor doing business with the governmental entity	rație

Adopted 8/7/2015

REQUIRED FORM

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

	LOCAL GOVERNMENT OFFICER	FORM CIS
	CONFLICTS DISCLOSURE STATEMENT	
1	his questionnaire reflects changes made to the law by H.B. 23, 84th Lag., Hegular Session.	OFFICE USE ONLY
6	This is the notice to the appropriate local governmental entity that the following local overnment officer has become aware of facts that require the officer to file this statement accordance with Chapter 176, Local Government Code.	Date Received
1	Name of Local Government Officer	
2	Office Held	
۲	Office 46ld	
3	Name of vendor described by Sections 176,001(7) and 176,003(a), Local Government	Code
Ļ		
ш	Description of the nature and extent of employment or other business relationship w	ith vendor named in Item 3
5	List gifts accepted by the local government officer and any family member, if aggre	tota value of the nifts accounted
	from vendor named in item 3 exceeds \$100 during the 12-month period described by	
	Date Gift Accepted Description of Gift	
	Date Gift Accepted Description of Gift	
	Date Gift Accepted Description of Gift	
	(atlach additional forms as necessary)	
в	AFFIDAVIT	
	I swear under penalty of perjury that the above statement that the disclosure applies to each family member (as def	~ I
	Government Code) of this local government officer. It also covers the 12-month period described by Section 178.003(
	· · · · · · · · · · · · · · · · · · ·	
	Signature of Local	Government Officer
	AFFIX NOTARY STAMP / SEAL ABOVE	
	Sworn to and subscribed before me, by the said	this theday
	of, 20, to certify which, witness my hand end seal of office,	
	Signature of officer administering oath Printed name of officer administering oath	ille of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder in	_	tilize S	subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
subcontr by the I list cont attemption	acting opportunity	ortuni ractor m inim chieve	to determine if a "Good Faith Effort" was made in soliciting HUBs for ities, the following checklist and supporting documentation shall be completed r/Consultant, and returned with the Prime Contractor/ Consultant's bid. This num efforts that should be put forth by the Prime Contractor/Consultant when or exceed the goals of HUB Subcontractor participation. The Prime ay extend his/her efforts in soliciting HUB Subcontractor participation beyond what
		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		Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
□ Yes	□ No		Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	□No		If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why.
li			ted, please explain and include any pertinent documentation with your bid. ssary, please use a separate sheet to answer the above questions.
Warren (Claybar		L'A CAL
	•	Author	rized Representative Signature
President			9/6/65
Title			Date
	RED FORM : Please co		ete this form

and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Bidder intends to utilize Subcontractors/S Yes X No	ubconsultants in	the fulfillment	of this contra	act (if awarded).
Instructions for Prime Contractor/Consult below may be submitted after contract a				
Please submit one form for each HUB S conditions of your contract.	Subcontractor/S	ubconsultant v	vith proper s	ignatures, per the terms and
Contractor Name:		· · · · · · · · · · · · · · · · · · ·		HUB: Yes No
Address:				
Street	City	State	Zip	
Phone (with area code):		Fax (with	area code):	
Project Title & No.:				
Prime Contract Amount: \$				
HUB Subcontractor Name:				
HUB Status (Gender & Ethnicity):				
Certifying Agency: Tx. Bldg & Procurement				
Address:				
Street	City	State	Zip	
Phone (with area code):		Fax (with	area code):	
Proposed Subcontract Amount: \$		Percent	tage of Prime Co	ontract: %
Description of Subcontract Work to be Performe	ed:			
Printed Name of Contractor Representative	Signat	ure of Representati	ve	Date
Timed fame of contractor representative	Ü			

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-83S-8456.

REQUIRED FORM

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

	PAGE	1 OF 4		
Bidder intends to utilize Subcontractors/Su Yes X No	ıbconsultants i	n the fulfillment of this contr	act (if awarded).	
Prime Contractor:			HUB: 🗌 Yes 🔲 No	
HUB Status (Gender & Ethnicity):				
Address:				_
Street	City	State Zip		
Phone (with area code):		Fax (with area code):		-
Project Title & No.:		IFB/RFP No.:		_
Total Contract: \$		Total HUB Subcontract(s):	\$	_
Construction HUB Goals: 12.8% MBE::		%_ 12.6% WBE:	%	1
PART I. HUB SUBCONTRACTOR DISCLOSURE HUB Subcontractor Name:				
III D Casture (Constant & Ethericity).				_
Certifying Agency: Texas Bldg & Procurer	_	Texas Unified Certification Prog		_
Address: Street	City	State Zip		
Contact person:		Title:		_
Phone (with area code):		Fax (with area code):		_
Proposed Subcontract Amount: \$		Percentage of Prime (Contract:%	1
Description of Subcontract Work to be Performed	d:			_
REQUIRED FORM				_

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

HUB Subcontractor	Name:				
HUB Status (Gender	& Ethnicity):	-			
Certifying Agency:	Tx. Bldg & Procurement	Comm. 🔲 J	lefferson County	Tx Unified Certification Prog.	
Address:				•	
	Street	City	State	Zip	
Contact person:			Title:		
Phone (with area co	de):		Fax (with	area code):	
	oct Amount: \$ Ontract Work to be Performed:			tage of Prime Contract:	
	ontract Work to be Performed:				
Description of Subco	ontract Work to be Performed: Name:				
Description of Subco	Name:				
Description of Subco HUB Subcontractor HUB Status (Gender	Name: Bethnicity): Tx. Bldg & Procurement	Comm. J			
Description of Subco HUB Subcontractor HUB Status (Gender Fertifying Agency:	Name:	Comm. J			
HUB Subcontractor HUB Status (Gender ertifying Agency:	Name: & Ethnicity): Tx. Bldg & Procurement	Comm. J	efferson County State	☐ Tx Unified Certification Prog.	
Description of Subcontractor HUB Subcontractor HUB Status (Gender	Name: & Ethnicity): Tx. Bldg & Procurement Street	City	efferson County State Title:	☐ Tx Unified Certification Prog.	

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

REQUIRED FORM

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS Instructions to Bidder: 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 Zìp Title: Contact person: 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: City Street State Contact person: Title: Phone (with area code): Fax (with area code): Percentage of Prime Contract: **Proposed Subcontract Amount:** Description of Subcontract Work to be Performed:

REQUIRED FORM

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

		Page	4 of 4		
Subcontractor Name:					
Address:					
S	itreet	City	State	Zip	
Contact person:			Title: _		
Phone (with area code)): 		Fax (with	area code):	
Proposed Subcontract	Amount: \$		Percent	tage of Prime Contract:	%
Description of Subconti	ract Work to be Perform	ned:			
Subcontractor Name:					
Address:					
S	treet	City	State	Zìp	
Contact person:	. <u> </u>		Title:		
Phone (with area code)	:		Fax (with	area code):	
Proposed Subcontract A	Amount: \$		Percent	tage of Prime Contract:	%%
Description of Subcontr	ract Work to be Perform	ed:			
•					
this form, and attache	d any necessary supp	ort documentati	ion as required.	on, truthfully completed all ap I fully understand that intended or termination of any resul	tionally falsifying
Name (print or type):	Warren Claybar	~		_	
Title:	President			_	
Signature:		4 X		_	
Date:					
E-mail address:	OfficeBmt@Clayb	parDifference.con	n	_	
Contact person that wi	ill be in charge of invo	oicing for this pro	ject:		
Name (print or type):	John Woods				
Title:	Cemetery Manag	er		REQUIRED FORM	
Date:	9/22/	13		Bidder: Please con	nplete this form
E-mail address:	JohnW@ClaybarE	Difference.com		and include with b	id submission.

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) "Non-resident 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 Hi Government Co		ardens, Inc. is a Resident Bidder of Texas as defined in
			[company name] is a Nonresident Bidder as defined in principal place of business is
Тахра	ayer Identification	Number (T.I.N.):	176-05577190
Comp	pany Name submit	tting bid/proposal:	Hillcrest Memorial Gardens dba Claybar Haven of Rest Cemetery
Mailir	ng address:	1155 N. 11 th St	t., Beaumont, Texas 77702
If you	are an individual,	list the names and addre	esses of any partnership of which you are a general partner:

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

Jefferson County Tax Acct. No.*		Property address or location **		
200000-000-329226-00000-8	US Hwy 90 at Greens Pond Road	300025-000-118000-00000-3	US Hwy 90 at Greens Pond Road	
200000-000-051690-00000-9	US Hwy 90 at Greens Pond Road	300025-000-064001-00000-5	US Hwy 90 at Greens Pond Road	
300025-000-064001-00000-7	US Hwy 90 at Greens Pond Road	300025-000-020000-00000-0	US Hwy 90 at Greens Pond Road	
300024-000-077000-00000-5	US Hwy 90 at Greens Pond Road			

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

REQUIRED FORM

HOUSE BILL 89 VERIFICATION

I, <u>Warren Claybar</u> , the undersigned representative of (company or business name)Hillcrest Memorial Gardens, Inc dba Haven of Rest Cemetery (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:
1. Does not boycott israel currently; and
2. Will not boycott Israel during the term of the contract.
Pursuant to Section 2270.002, Texas Government Code:
 "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.
Signature of Company Representative
Date
On this 26 day of September 2023, personally appeared

On this 26 day of September, 2033, personally appeared

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

Notary Seal Notary Signature

9-24-23

AMBER HENDERSON

NOTARY PUBLIC

STATE OF TEXAS

TO CONTROL TO INCIDENT SUPERIOR JUST SUPERIOR SUPERIOR

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

PAGE 55 OF 57

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, 5udan, or any Foreign Terrorist Organization.

Hillcrest Memorial Gardens, Inc.
dba Haven of Rest Cemetery
Company Name
22 OE1/MAD
23-051/MR
IFB/RFP/RFQ number
Certification check performed by:
Purchasing Representative
Date
Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

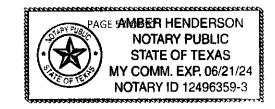
The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in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

STATE OFTexas COUNTY OFJefferson	
BEFORE ME, the undersigned authority, a Notary Public in and for the State of,	
on this day personally appeared <u>Warren Claybar</u> , who (name)	
after being by me duly sworn, did depose and say:	
"I, <u>Warren Claybar</u> am a duly authorized officer of/agent (name)	
for <u>Haven of Rest Cemetery</u> and have been duly authorized to execute the (name of firm)	
foregoing on behalf of the said Haven of Rest Cemetery . (name of firm)	
I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other per or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any post agreement or combination, to control the price of services/commodities bid on, or to influence any persons to bid or not to bid thereon."	that ol or
Name and address of Bidder: Warren Claybar, 1155 N 11 th St., Beaumont, Texas 77702	
Fax: (409) 892-6477 Telephone# (409) 892-34S6	
by: Warren Claybar (print name) Signature: X	
SUBSCRIBED AND SWORN to before me by the above-named	
this the 27 day of September, 2023	
REQUIRED FORM Bidder: Please complete this form Notary Public in and for	

the State of Texas

(IFB 23-051/MR) Term Contract for Indigent Burial Plots for Jefferson County

and include with bid submission.





Appendix Indigent Burial Plots Supporting Documents

Jefferson County, Texas Bid No. IFB 23-051/MR

September 27, 2023

Summary of Perpetual Care Cemetery Examination Findings Revised 09/17

Certificate Holder: Illillerest Memorial Gardens, Inc. dba Claybar Haven of Rest

Certificate of Authority # 217

Examination Close Date: December 31, 2021

For the Period: 05/31/2020 to 12/31/2021

Date of Exit Conference: March 64, 2022

COA Representative: W. Warren Claybar

COA Representative's Title: President

Summary of Findings	Regulation	X/R	# of Times Cited
Conveyance document not issued by the 20th of the following month	TAC 26.5	Х	
Historical register of all interments sold not maintained as required	TAC 26.2(b)(4)	Х	
Monthly recapitulation of all interment rights issued not maintained as required	TAC 26.2(b)(5)	х	
Annual Statement of Funds required corrections	THSC 712.041(a)	OFR	
	ı		4

X = ViolationR = Repeat Violation OFR = Other Findings and Recommendations THSC = Texas Health and Safety Code Annotated DOB = Department of Banking TAC = Texas Administrative Code

TPC = Texas Property Code **TOC = Texas Occupations Code** **Tentative Rating Assigned** (subject to review by DDB)

COA Representative's Signature

(By signing, you acknowledge receipt of these findings.)

Nathaniel Short - Financial Examiner

2

^{*} Management is advised that if repeat violation(s) continue to be cited at the next examination, this matter may be referred to the Department's Legal Division with a recommendation that administrative penalties be assessed for a pattern of disregard.



Office of the Secretary of State

CERTIFICATE OF FILING OF

HILLCREST MEMORIAL GARDENS, INC.

File Number: 147381700 Assumed Name: Claybar Haven of Rest

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 01/21/2014

Effective: 01/21/2014 - 1 121 27



NANDWA BERRY

Nandita Berry Secretary of State Corporations Section P.O.Box 13697 Austin, Texas 78711-3697



Office of the Secretary of State

January 22, 2014

Hillcrest Memorial Gardens PO Box 2060 Orange, TX 77631 USA

RE: HILLCREST MEMORIAL GARDENS, INC.

File Number: 147381700

Assumed Name: Claybar Haven of Rest

File Date: 01/21/2014

It has been our pleasure to file the assumed name certificate for the above referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter,

In addition to filing with the Secretary of State, Chapter 71 of the Texas Business and Commerce Code requires filing of the assumed name certificate with the county clerk in the county in which the principal office of the entity is located. If the entity is required by law to maintain a registered office address in Texas and its principal office address is not located in Texas, the assumed name certificate is required to be filed in the county in which the registered office address is located. If the entity is not required by law to maintain a registered office address, please refer to Section 71.103 of the Texas Business and Commerce Code for the appropriate place of filing.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division

Enclosure

Phone: (512) 463-5555 Prepared by: Melissa Williams Come visit us on the internet at http://www.sos.state.tx.us/

Fax: (512) 463-5709 TID: 10336 Dial: 7-1-1 for Relay Services Document: 525782250002



In the Office of the Secretary of State of Texas AUG 22 2003 Corporations Section

FILED

Office of the Secretary of State **Corporations Section** P.O. Box 13697 Austin, Texas 78711-3697

ASSUMED NAME CERTIFICATE FOR FILING WITH THE SECRETARY OF STATE

- The name of the corporation, limited liability company, limited partnership, or 1. registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application for certificate of authority or comparable document is HILLCREST MEMORIAL GARDENS, INC.
- 2. The assumed name under which the business or professional service is or is to be conducted or rendered is CLAYBAR HAVEN OF REST.
- 3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is TEXAS and the address of its registered or similar office in that jurisdiction is 414 N. 5TH STREET. ORANGE, ORANGE COUNTY, TEXAS, 77630.
- 4. The period, not to exceed 10 years, during which the assumed name will be used is JULY 1, 2003 - JUNE 30, 2013.

5.	The e	ntity is a (check one):
	A. _X_	Business Corporation Professional Corporation Limited Liability Company Registered Limited Liability Partnership Non-Profit Corporation Professional Association Limited Partnership
	. B.	If the entity is some other type business, professional or othe association that is incorporated, please specify below (e.g., bank savings and loan association, etc.)

6. If the entity is required to maintain a registered office in Texas, the address of the registered office is 414 N. 5^{TR} STREET, ORANGE, TEXAS, 77630, and the name of its registered agent at such address is WM. BROWN CLAYBAR.

The address of the principal office is the same as the registered office.

- 7. The county where business or professional services are being or are to be conducted or rendered under such assumed name is JEFFERSON COUNTY.
- 8. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document.

By: Signature of officer, general parine

manager, representative or attorney-in-fact of the entity

NOTE

This form is designed to meet statutory requirements for filing with the secretary of state and is not designed to meet filing requirements for assumed name documents to be filed with the county clerk differ. Assumed name documents filed with the county clerk are to be executed and acknowledged by the filing narty, which requires that the document be notarized.

Form No. 503 Revised 9/99



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

LEGAL NOTICE Advertisement for Invitation for Bids

August 15, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County. Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy 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 Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:

Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

BID NUMBER:

IFB 23-054/MR

DUE BY TIME/DATE:

11:00 AM CT, Wednesday, September 20, 2023

MAIL OR DELIVER TO:

Jefferson County Purchasing Department

1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

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

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah L. Clark, Purchasing Agent Jefferson County, Texas **PUBLISH:**

Beaumont Enterprise:

August 16, 2023 & August 23, 2023

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BID SUBMISSIONS:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

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.

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 BID PRIOR TO 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 BID AFTER 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 award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1,18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to

required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder <u>must</u> clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 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.

4.3 PRICE RE-DETERIMINATION.

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.

4.4 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.

4.5 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.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the

vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 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.

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. 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.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the

Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

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 non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

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 at https://www.co.jefferson.tx.us/Purchasing/ 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 (<u>in writing on the included Bid Form</u>), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/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.

21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.

[&]quot;Contractor" - The Bidder whose proposal is accepted by Jefferson County.

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. *Language as of August 31, 2022.

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	affected and the basis for settlement. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

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. The Contractor 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) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.
- (5) The 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.
- (6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract 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.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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 a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor 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 interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.

>\$2,000

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions

2 CFR 200 APPENDIX II (D)

	Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance 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 each Contractor or subrecipient 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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 must be required to 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to 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).	2 CFR 200 APPENDIX II (G)

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200
		APPENDIX II (J) 2 CFR 200
	See 2 CFR §200.216.	APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	 §135.38 Section 3 clause All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. 	

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C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.	
D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.	
E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.	
F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.	
G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:	2 CFR 200.216
Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:	

None

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered

	telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 , section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).	
	 (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. 	
	 (b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See <u>Public Law 115-232</u>, section 889 for additional information. 	
	(d) See also <u>§ 200.471</u> .	
None	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:	2 CFR
None	(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.	200.322(a)(b)(1) (2)
	(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112

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None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using 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; and (6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.	2 CFR 200.334

	agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies	
	to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through	
	entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	CONTRACTS WiTH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company	Texas Government Code 2252.152
	claiming such exemption must submit the official copy of the declaration. PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:	
>\$100,000	(a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and	Texas Government
	(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:	Code 2271.002

	(1) does not boycott Israel; and	
	(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Lindy Helbert certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Mature of Contractor's Authorized Official

<u>Lindy Hevert</u>. Sales Representative
Name and Title of Contractor's Authorized Official

9-20-22

Date

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor	L17(309)	never	certifies or affirms by your signature that neither you nor
your principal is p	resently debarre	d, suspended, propose	ed for debarment, declared ineligible, or voluntarily excluded
from participation	in this transacti	on by any federal depa	artment or agency.
	. 4		
Knot	- Nebe	\	
Signature of Contra	actor's Authorize	d Official	
Lindy He	bert- 5	ales Repres	entative
Name and Title of	Contractor's Aut	horized Official	
9-20-	23		

1 is du Heinert

Date

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, 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. The Contractor 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) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.
- 5) The 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.
- 6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract 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.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor 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 interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Lindy Hebert-Sales Representative
Name and Title of Contractor's Authorized Official

9-20-23

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet, in its entirety.

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

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

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

<u>BID PACKAGING</u>: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, September 20, 2023.

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.

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

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

<u>COURTHOUSE SECURITY</u>: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals 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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2023):

(Monday)	Martin Luther King, Jr. Day
(Monday)	President's Day
(Friday)	Good Friday
(Monday)	Memorial Day
(Tuesday)	Independence Day
(Monday)	Labor Day
(Friday)	Veteran's Day
(Thursday & Friday)	Thanksgiving
(Monday & Tuesday)	Christmas
(Monday)	New Year's
	(Monday) (Friday) (Monday) (Tuesday) (Monday) (Friday) (Thursday & Friday) (Monday & Tuesday)

<u>Submissions During Time of Inclement Weather, Disaster, or Emergency:</u>

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 IFB 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 Statements of Qualifications 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.

PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to Mistey Reeves, Assistant Purchasing Agent at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at: deb.clark@jeffcotx.us.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, September 8, 2023.

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are <u>required</u> 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

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may <u>initially</u> accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) <u>prior</u> to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PRODECE SYSTEM FOR AWARD MANAGEMENT (SAMEDEHIND THIS PAGE

FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

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 <u>hard copy</u> (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department <u>with bid submission</u>.

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

A sample of a completed FORM 1295 is included on PAGE 30.

FORM 1295 Implementation Background:

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, <u>replaces the notary requirement</u> 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."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

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 <u>not</u> 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 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

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION. CERTIFICATE OF INTERESTED PARTIES FORM 1295 OFFICE USE ONLY Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS 3 Provide the identification number used by the governmental entity or state agency to track of identify and provide a description of the services, goods, or other property to be provided update the contract. dentify the contract, VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE Nature of Interest (check applicable) City, State, Country Name of Interested Party (place of business) Controlling intermediary VENDOR: ENTER EACH PERSON HAVING INTEREST. X OWNERS ARE THE CONTROLLING PARTIE VENDOR: WORKERS (OR NON-OWNERS) IN YOUR Х COMPANY ARE INTERMEDIARY PARTIES CHECK BELOW IF APPLICABLE Check only if there Q interested Party. VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. and my date of birth is (street) (city) (zip code) (country) penalty of perjury that the foregoing is true and correct. (month) (vear) Signature of authorized agent of contracting business entity (Declarant) ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017 NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

6. MULTIPLE VENDOR AWARD.

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

7. 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.

8. PAYMENT.

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

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

Invoices shall be submitted to:

Jefferson County Auditing Department Attention: Accounts Payable 1149 Pearl Street, 7th floor Beaumont, TX 77701.

9. 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.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations \$1,000,000 Excess Liability \$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants) Builder's Risk Policy: Structural Coverage for Construction Projects Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

- 11.1.1 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.
- 11.1.2 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.
- 11.1.3 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.
- 11.2 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.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract **refer to Section 10** above.
- 11.4 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.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 11.5.1 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
 - 11.5.2 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.
- 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 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.
- 11.8 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.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 11.9.1 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.
 - 11.9.2 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.
 - 11.9.3 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.
 - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 11.9.4.2 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.
 - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 11.9.6 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
 - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 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.
- 11.11 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.

ridderi inserticopy of certificate of insurance (coi) behind this page.

facte: for old utrouse, is general to tallis if bit. However, a 50 thet cellules sociation that Telegram to they as an explicit is surect will be recolled room Awareed Biosens; pastr is the Isotopics of a Turkuse Gree

BIDDER INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT. Bid Number & Name: (IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County Bidder's Company/Business Name: FERGUSON ENTER PRISES Bidder's TAX ID Number: 54-1473338 If Applicable: HUB Vendor No. ______ DBE Vendor No. Contact Person: LINDY HEBERT Title: SALES REPRESENTATIVE Phone Number (with area code): $\underline{409-720-8148}$ Alternate Phone Number if available (with area code): 1-800-330-5200 Fax Number (with area code): 713-694-9366 Email Address: Lindy, Hebert a Ferguson, com Mailing Address (Please provide a physical address for bid bond return, if applicable): Brittmoore Rd 1809 Address Houston, Tx 77043

REQUIRED FORM

City, State, Zip Code

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffcotx.us. Please reference Bid Number: IFB 23-054/MR.

SCOPE OF PROJECT:

Jefferson County is asking for sealed bids for a catalog discount on the purchase or janitorial supplies for a year with an option to renew for four (4) additional one (1) year terms. All bids must be submitted on the Bid Sheets provided. **DO NOT BIND OR STAPLE BID PACKET**.

It is likely that multiple awards will be made with this bid.

Specifications are for unknown quantities of items to be purchased on an "as needed" basis.

One () current catalog shall be included with this bid. Upon award of contract you will be asked to supply one (1) catalog to Jefferson County departments.

The successful vendor must agree to mark shipments and invoices with a purchase order number. Shipment must be delivered prepaid to the Jefferson County location indicated on the purchase order, unless otherwise specified. Packing lists are to accompany the shipment in a container/carton properly marked as PACKING LIST for distribution to the county with the material.

The successful bidder shall agree that all items shipped in error, such as incorrect colors, etc., will be returned by freight collect and the items will be replaced at no extra cost. Notification of concealed shortages reported by the county are to be accepted by the vendor and items reshipped at no cost to the county. No charge packing list marked with the applicable purchase order number shall be enclosed with each "no charge" shipment.

Based on a review of recent past fiscal years, Jefferson County spends approximately \$275,000.00 per fiscal year on janitorial equipment and supplies.

No Guarantee Annual Volume

This is an "open catalog" bid for purchase as funds become available, however, there is no commitment to purchase any given number of products.

Catalog Requirements

Bidder must provide free of charge to the county and county departments one (1) bound catalog or bound price lists for use in product selection within twenty (20) days after bid is awarded. These bound documents must be clearly labeled on front cover with the name of said bid and beginning and ending contract dates.

Delivery

The County desires to purchase its janitorial products from established merchants who have goods in stock, and are prepared to make delivery within 48 hours. All delivery and freight charges (F.O.B. Jefferson County various locations listed below) are to be included in bid price. The County reserves the right to change, add, or delete locations. Bidder bears freight charges.

Maintenance Department – Courthouse 1149 Pearl – Basement Beaumont, Texas 77701 Contact: Greg Keller, 409-835-8511

Maintenance Department – Subcourthouse 525 Lakeshore Drive Port Arthur, Texas 77640 Contact: Kenneth Shepherd, 409-983-8307

Correctional Facility 5030 Hwy. 69 South Beaumont, Texas 77705

Contact: Captain Kenneth Harrell, 409-726-2555

Road & Bridge Precinct #1 2205 Hwy. 90 China, Texas 77613

Contact: Paul Truax, 409-434-5430

Road & Bridge Precinct #2 7759 Viterbo Road Beaumont, Texas 77705 Contact: Mike Trahan, 409-719-5950

Road & Bridge Precinct #3 5700 Jade Avenue Port Arthur, Texas 77640 Contact: Jeffery Collins, 409-736-2851

Road & Bridge Precinct #4 7780 Boyt Road Beaumont, Texas 77713 Contact: Derrick Newman, 409-434-5400

Crime Laboratory 5030 Hwy. 69 South, Suite 500 Beaumont, Texas 77705

Contact: Emily Esquivel, 409-726-2577

Jack Brooks Regional Airport 5000 Jerry Ware Dr, Suite 100 Beaumont, Texas 77705 Contact: Duke Youmans, 409-719-4900

Juvenile Probation 5326 Hwy. 69 South Beaumont, Texas 77705 Contact: Chief Ed Cockrell, 409-722-7474

Mid-County Office Building 7933 Viterbo Road Beaumont, Texas 77705 Contact: Bobby Kelly, 409-719-5950

Mosquito Control District 8905 First Street Beaumont, Texas 77705 Contact: Denise Marcel, 409-719-5940 Please answer the following in order to provide a profile of the vendor's capabilities to provide and deliver bid items.

1.	Company Name: FERUSON ENTER PRISES	•	
	Address: 1809 BRITTMORE RD		
	HOUSTON, TX 77043		
	Telephone: 713-980-1500 E-mail: L(NO)	(,146867	RTO FER
2.	List offices closest to Beaumont.		
	Name: 1809 BRITTMOORE RD /1	ERGU	SON
	Address: HOUSTOW, TX 77043		
	<u> </u>		
3.	How long has your company done business in Southeast Texas under its existing name?	60	years
4.	If the company does not have a local office in Southeast Texas, how does the meet the county's needs?	bidder pro	pose to
	LINDY HEBERT SALES REPRESENTATIVE	E LIV	ES IN
	BEAUMONT AND CAN ASSIST IN DAILY	BUSI	NESS,
	DELIVERIES, TRAINING		
5.	Does the bidder have personnel who can visit the county when information may be needed or problems resolved?	Yes	No □
6.	Can the bidder provide one (1) catalog or price list to each department?	Yes 🔀	No □
	If not, what can be provided?		

Vendor Profile Information Form (Continued)

7.	Do you have a fax machine for electronic communication purposes with your customers?	Yes □	No □
8.	Do you accept purchase orders via email?	Yes □	No □
9.	Do you have a toll-free telephone number for use by your customers?	Yes □	No □
10.	Are there any limitations in your ability to receive and deliver purchases to the county and departments within 48 hours?	Yes □	No □
	If yes, please explain:		

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 leg	al authorization to bind the firm hereunder:
FERGUSON ENTERPRISES Company Name	For clarification of this offer, contact:
1809 BRITTMOORE RD	Sales Representative Name & Title
HOUSTOW, TX 77043 City State Zip	409-720-8148 / FAX 713-694-9366 Phone Fax
Signature of Person Authorized to Sign	LINDY, HEBERT & FERGUSON, COM E-mail
Lindy Hebert Printed Name	
Sales Representative	

REQUIRED FORM

ACCEPTANCE OF OFFER

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

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

This contract shall henceforth be referred to as Contract No. IFB 23-054/MR, Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:			
Jeff R. Branick, County Judge JEFFERSON COUNTY, TEXAS	Date		
ATTEST:			
Roxanne Acosta Hellberg, County Clerk	Date		

BIDDER: INSERT ALL'AODENDA REHIND THIS PAGE. PLEASE RE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.

BID FORM

CATALOG DISCOUNT: Flat rate of discount you will allow from your current catalog with the below noted exceptions:			
	<u>Zo</u> %		
Comments: MINIMUM 20% MORE WHEN WE CAN			
PRICE LIST DISCOUNTS: Flat rate of discount you will allow from your price list with the exceptions:	below noted		
	20%		
Comments: MINIMUM 20°70 MORE WHEN WE CAN			
SHELF PRICE DISCOUNTS: Flat rate of discount you will allow from your shelf price with the below noted exceptions:			
	20%		
Comments: MINIMUM 20% MORE WHEN WE CAN			
EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS			
SPECIAL ORDERS, REPAIRS.			

Dated Purchase Orders

The bidder shall be required to honor all purchase orders dated prior to the contract expiration date if received by the bidder within fifteen (15) days following the date of expiration.

Questions concerning the terms and conditions will be directed in writing to the County's purchasing department for receipt no later 5:00 pm, Friday, September 8, 2023. Inquiries must reference the date of "bid opening." Having carefully examined the Specific Terms and Conditions, Specifications and Bid Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

Signature: Singly Hebert

Date: 9-20-23

Typed Name: Lindy Hebert

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

PAGE 45 OF 61

Bid Form (Continued)

I understand that the bid proposal submitted incorporates all of the requirements contained in the Bid Packet and our company is in a position to comply with same.

Company: FERGUSON ENTER PRISES

Sales Contact: Lindy Helvert Phone: 409-720-8(48)

Address: 1375 RIKISHA LN., BEAUMONT 77706

Phone No.: 409-720-8148

Fax No: 713-694-9366

E-mail: Lindy, Helbert & Ferguson, com

Employee Identification Number: AAD 2318

Authorized Signature: ALINGY Helbert

REQUIRED FORM

VENDOR REFERENCES FORM

Bidder: 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.

REQUIRED FORM

REFERENCE ONE			
Government/Company Name: City of Beaumont			
Address: 765 PEARL (JULIE ROGERS) BEAUMONT 77701			
Contact Person and Title: SHON HODGKINSON			
Phone: 409-880-5570 Fax:			
Email Address: SHOW, HODGKINSOND Contract Period: 8:00 - 5:00 BERNINDIN TTEXAS, GOV			
Scope of Work: SALES, SERUCCE, TRAIN			
REFERENCE TWO			
Government/Company Name: DRANGE COUNTY			
Address: 714 POLK AVE, ORANGE 77630			
Contact Person and Title: DENISE COLEY			
Phone: 409-887-7901 Fax:			
Email Address: DCOLLEY & CO, ORAW (Contract Period: OPEN			
Scope of Work: Sales, Service, Train			
REFERENCE THREE			
Government/Company Name: LAMAR UNIVERSITY			
Address: 1050 E. LAVACA BEAUWNT 77705			
Contact Person and Title: LARRY EDWARDS			
Phone: 409-998-2675 Fax:			
Email Address: LJEDWARDS @ LAWAR Contract Period: OPEN Scope of Work: Sgles, Service, TRHWING			
Scope of Work: Sgles, Service, TRHWING			

SIGNATURE PAGE

terms and conditions contained in this contract (i.e., p	r governmental entities may wish to participate under the same piggyback). In the event any other entity participates, all purchase		
	ly to the entity requiring supplies/services. Jefferson County shal eries made or payment for supplies/services ordered by another neir participation in this contract.		
Would Bidder be willing to allow other government same terms and conditions?	tal entities to piggyback off this contract, if awarded, under the		
This bid shall remain in effect for ninety (90) days fro and local sales tax (exempt).	om bid opening and shall be exclusive of federal excise and state		
The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the pric and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, an Specifications and all other items made a part of the accepted contract.			
partnership or individual has not prepared this bid i bid as to prices, terms or conditions of said bid have n or agent to any other Bidder or to any other person(s this bid. And further, that neither the Bidder nor the	ed to execute the contract, that this company, corporation, firm, in collusion with any other Bidder, and that the contents of this not been communicated by the undersigned nor by any employees) engaged in this type of business prior to the official opening of eir employees nor agents have been for the past six (6) months element or combination to control the price of goods or services thereon.		
Bidder (Entity Name)	Signature		
Street & Mailing Address	Print Name		

Date Signed

Fax Number

E-mail Address

City, State & Zip

Telephone Number

REQUIRED FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure. if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Lindy Hewert
and Title of Contractor's Authorized Official (Please Print)

REQUIRED FORM

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176,008, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
2. Check this box if you are filing an update to a previously filed question pairs. (The law requires that you file an updated completed question pairs with the application the 7th business day after the date on which you became aware that the article properties or inaccurate.)	
Name of local government officer about whom the information in this section is being disc	losed.
Name of Officer This section (item 3 including substants A, B, C & D must be completed for each officer employment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as recessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?	nment Code. Attach additional
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment income, froi government officer named in this section AND the taxable income is not received from the lo	
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity w government officer serves as an officer or director, or holds an ownership interest of one per	
Yes No	
D. Describe each employment or business and family relationship with the local governmen	t officer named in this section.
Signature of vendor coing business with the governmental entity	-20-23 Date

Adopted 8/7/2015

REQUIRED FORM

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT -- OFFICE USE ONLY

1	LOCAL GOVERNMEN CONFLICTS DISCLOS		FORM CIS
т	is questionnaire reflects changes mad	e to the law by H.B. 23, 84th Leg., Hegular Session.	OFFICE USE ONLY
g		local governmental entity that the following local of facts that require the officer to file this statement Government Code.	Date Received
1	Name of Local Government Office		
2	Office Held		
3	Name of vendor described by Sect	ions 176.001(7) and 176.003(a), Local Government	Code
4	Description of the nature and exte	nt of employment or other business relationship w	ith vendor named in item 3
5		vernment officer and any family member, if aggreg ads \$100 during the 12-month period described by	
	Date Gift Accepted	Description of Gift	
	Date Gift Accepted	Description of Gift	
	Date Gift Accepted	Description of Gift	
		(attach additional forms as necessary)	
6	AFFIDAVIT	I swear under penalty of perjury that the above statement in that the disclosure applies to each family member (as defined as the covernment Code) of this local government officer. I also covers the 12-month period described by Section 176,003(ned by Section 179,001(2), Local acknowledge that this statement
		Signature of Local	Government Officer
	AFFIX NOTARY STAMP / SEAL ABOV	rE	
	Sworn to and subscribed before me, by the of, 20, to o	said ertify which, witness my hand and seal of office.	, this the day
	Signature of officer administering oath	Printed name of officer administering cath	Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

			Subcontractors/Subconsultants in t		
Yes	No	we	e deliver products a	N OUT OWN	Trucks/employees
opportunition Contractor, minimum exceed the	ies, the f /Consulta efforts that goals of	follov nt, a at sh HUB	o determine if a "Good Faith Effowing checklist and supporting dand returned with the Prime Colould be put forth by the Prime Colould be put forth by the Prime Coloubcontractor participation. The ubcontractor participation beyond	ocumentation shall ntractor/ Consultant ntractor/Consultant e Prime Contractor/e	be completed by the Prime I's bid. This list contains the When attempting to achieve of Consultant may extend his/he
		Dic	I the Prime Contractor/Consultant	t?	
□ Ye s	□No	1.	To the extent practical, and considivide the contract work into the HUB Subcontractor participation?	e smallest feasible p	
☐ Yes	□No	2.	Notify in writing a reasonable nu participation of the planned work		-
☐ 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	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 "			cted, please explain and include a ssary, please use a separate sheet		-
Linde	n He	\b e	<u>,</u> vt	Lich	Kebert
Printed`	Name of A	utho	rized Representative	Sign	ature
Sales	Rep	ye s	seutative	9-20-	.23
_		Title	<u> </u>	D	ate
	Please co	mpl	ete this form		

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Bidder intends to utilize Subcontractors/Subc	consultants in the fulfillment of this contract	(if awarded).
Instructions for Prime Contractor/Consultant below may be submitted after contract awar		· •
Please submit one form for each HUB Sub conditions of your contract.	contractor/Subconsultant with proper sign	natures, per the terms and
Contractor Name: Address: Street Phone (with area code): Project Title & No.: Prime Contract Amount: \$	City State Zip Fax (with area code):	HUB: Yes No
HUB Status (Gender & Ethnicity):	Comm.	
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties. Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

	PAGE 1 OF 4
Bidder intends to utilize Subcontractors/Subconsul Yes No	ltants in the fulfillment of this contract (if awarded).
Prime Contractor:	HUB: ☐ Yes ☐ No
HUB Status (Gender & Ethnicity):	H,
Address: City	y State Zip
Phone (with area code):	Fax (with area code):
Project Title & No.:	IED /DED Mo.
Total Contract: \$	
Construction HUB Goals: 12.8% MBE::	% 12.6% WBE: %
	6 Hispanic, 0.7% Native American, 0.8% Asian American.
Verification date HUB Program Office reviewed and verified HUB PART 1. HUB SUBCONTRACTOR DISCLOSURE	Sub information Date: Initials:
HUB Subcontractor Name:	
HUB Status (Gender & Ethnicity):	
Certifying Agency:	nm. Texas Unified Certification Prog.
Street City	y State Zip
Contact person:	Title:
Phone (with area code):	Fax (with area code):
Proposed Subcontract Amount: \$	Percentage of Prime Contract:
Description of Cubanaturat Manual to be Deufstered.	
REQUIRED FORM Bidder: Please complete this form	

and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

HUB Subcontractor	Name:		•
HUB Status (Gender	& Ethnicity):		
ertifying Agency:	Tx. Bldg & Procurement Comm.	fefferson County Tx Unified Certification Prog.	
Address:	٨		
	Street Oity	State Zip	
ontact person:		Title:	
hone (with area co	de):	Fax (with area code):	
roposed Subcontra	ect Amount: \$	Percentage of Prime Contract:	%
HUB Subcontractor	Name:		
UB Subcontractor	Name:		
HUB Subcontractor	Name: & Ethnicity}:		
·	Name: & Ethnicity): Tx. Bldg & Procurement Comm.	☐ Jefferson County ☐ Tx Unified Certification Prog.	
HUB Subcontractor HUB Status (Gender ertifying Agency:	Name: & Ethnicity}:	☐ Jefferson County ☐ Tx Unified Certification Prog. State Zip	
HUB Subcontractor HUB Status (Gender ertifying Agency: Address:	Name: & Ethnicity): Tx. Bldg & Procurement Comm.	☐ Jefferson County ☐ Tx Unified Certification Prog.	
IUB Subcontractor IUB Status (Gender rtifying Agency: address: Contact person:	Name: & Ethnicity): Tx. Bldg & Procurement Comm. Street City	☐ Jefferson County ☐ Tx Unified Certification Prog. State Zip	
HUB Subcontractor HUB Status (Gender ertifying Agency:	Name: & Ethnicity): Tx. Bldg & Procurement Comm. Street City de):	☐ Jefferson County ☐ Tx Unified Certification Prog. State Zip Title: Fax (with area code):	

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

REQUIRED FORM

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS Instructions to Bidder: 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: Yes ☐ No Was the Jefferson County HUB Office contacted for assistance in locating HUBs? 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 Title: Contact person: Phone (with area code): Fax (with area code): \$ Percentage of Prime Contract: **Proposed Subcontract Amount:** Description of Subcontract Work to be Performed: Subcontractor Name: Address: Zip Street City 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: REQUIRED FORM

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 <i>HUB Progrom Instructions on</i> this form, and attached any necessary support documentation a information on this document may result in my not receiving a co	s required. I fully understand that intentionally falsifying
Name (print or type):	
Title:	<u> </u>
Signature:	
Date:	
E-mail address:	
Contact person that will be in charge of invoicing for this project:	
Name (print or type):	
Title:	REQUIRED FORM
Date:	Bidder: Please complete this form
E-mail address:	and include with bid submission.

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) "Non-resident 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.

Þ	I certify that FERG-USDN Government Code §2252.001.	FUTEL PRISED [company name] is a Resident Bidder of Texas as defined in	
	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).		
Tax	payer Identification Number (T.I.N.):	54-1473338	
Con	npany Name submitting bid/proposal:	FERGUSON ENTERPRISES	

Mailing address: 1809 BRITTHOORE RD, HOUSTON 77043

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**	
	FERGUSON INDUSTRIAL, 4849 WASHINGTON	BUT,
	BENUMONT, 77707	

- 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.

REQUIRED FORM

SENATE BILL 252 CERTIFICATION

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

Company Name
FB/RFP/RFQ number
in by Milly Mill Million
Certification check performed by:
Purchasing Representative
Date

THIS FORM IS FOR OFFICE USE ONLY

CERTIFICATE OF INTERESTED PARTIES

140

FORM 1295

F				1 of 1	
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY		
1	me of business entity filling form, and the city, state and country of the business entity's place.		CERTIFICATION OF FILING		
	n business.		Certificate Number: 2023-1073504		
	Jefferson County Beaumont, TX United States				
2	Name of governmental entity or state agency that is a party to the		Date Filed:		
	being mea.	e contract for which the form is	09/19/2023		
			Date Acknowledged:		
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provid	ty or state agency to track or identify ed under the contract.	the contract, and pr	ovide a	
	IFB 23-054/MR				
	Custodial and maintenance supplies				
	I				
4	Name of Interested Party	City, State, Country (place of busine	Nature of interest (check applicable)		
			Controlling	Intermediary	
				I	
			_		
	'				
					
j.					
C	Check only if there is NO interested Party.				
	NSWORN DECLARATION				
M	ly name is Lindy Hebert	, and my date of bir	th is 5-16-	1959	
N.	y address is 1375 RIKISHA LN,	Pm. I -x	7/10 /		
IV	(street)	BEAUWORIT, TX		USA.	
	. ,	(City) (state	e) (zip code)	(country)	
I	declare under penalty of perjury that the foregoing is true and correct.			İ	
E	xecuted in JEFFERSON COUNTY S	State of TEXAS, on the 2	Ith Com	Am 27	
_	County, S	orace of 1 mm , on the 4	day of <u>EMTEN</u> (month)	(year)	
		1/20			
		Kny Nebe	20		
		Signature of authorized agent of contrac (Declarant)	cting business entity		

HOUSE BILL 89 VERIFICATION

	I, Lindy Hellest, the undersigned representative of (company or business name) - Regional (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the		
	undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:		
	1. Does not boycott Israel currently; and		
	2. Will not boycott Israel during the term of the contract.		
	Pursuant to Section 2270.002, Texas Government Code:		
	1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and		
	2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.		
	Signature of Company Representative		
	<u>4-14-23</u> Date		
	On this 19 Th day of <u>September</u> , 20 <u>23</u> , personally appeared Linely Hebert, the above-named person, who after by me being		
	Lindy Hebert, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.		
	Notary Seal Notary Signature Notary Signature		
0.	Amber Munn NOTARY PUBLIC, STATE OF TEXAS COM. EXPIRES 07/27/2027 NOTARY ID # 13447648-6 Date		

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

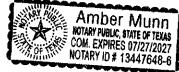
The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in 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
on this day personally appeared Lindy Hebert who (name)
after being by me duly sworn, did depose and say:
"I, Linely Hebert am a duly authorized officer of/agent
am a duly authorized officer of/agent (name) for Fevguson Enterprises and have been duly authorized to execute the (name of firm) foregoing on behalf of the said Fevguson Enterprises (name of firm)
(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."
1375 RIKISHA IN DERWOOTE TO 77720
Name and address of Bidder: Lindy Hebert / Ferguson Enter PRISES 1375 RIKISHA LN., BEHUNUNT, TX 77706 Fax: Telephone# 409-720-8148
by: LINDY HEBERT Title: SALES REPRESENTATIVE (print name)
Signature: King Neber
SUBSCRIBED AND SWORN to before me by the above-named
Lindy Hebert on
this the 19th day of September , 2023.
RECUIRED FORM

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

Notary Public in and for the State of Texas





JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:

IFB 23-054/MR

IFB TITLE:

Term Contract for Catalog Pricing for Janitorial Supplies for

Jefferson County

IFB DUE BY:

11:00 am CT, Wednesday, September 20, 2023

ADDENDUM NO.: 2

ISSUED (DATE):

September 13, 2023

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 bids to have been proffered in recognition and consideration of the entire IFB Specifications 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 bid submission**. If the bid submission 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 IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Questions		
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 Respondent:		
Witness	Sales Representative Title of Person Signing Above	
Witness	Ferguson Enterprises Typed Name of Business or Individual	
Approved by Date:	1809 Brittmoore Rd, Houston Address 77043	



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

1. Question: We don't print a catalog. Everything w have available is on our website. Is that a suitable replacement for a catalog?

Answer: Yes.

ENSON CO

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

LEGAL NOTICE Advertisement for Invitation for Bids

August 15, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County. Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy 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 Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:

Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

BID NUMBER:

IFB 23-054/MR

DUE BY TIME/DATE:

11:00 AM CT, Wednesday, September 20, 2023

MAIL OR DELIVER TO:

Jefferson County Purchasing Department

1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

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

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah L. Clark, Purchasing Agent Jefferson County, Texas **PUBLISH:**

Beaumont Enterprise:

August 16, 2023 & August 23, 2023

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BID SUBMISSIONS:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

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 BID PRIOR TO 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 BID AFTER 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 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

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required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder <u>must</u> clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, 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.

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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

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

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 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

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

4.3 PRICE RE-DETERIMINATION.

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.

4.4 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.

4.5 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.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the

vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 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.

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. 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 <u>90</u> days after opening date.

EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

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 non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

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.

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

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

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.

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 AN/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.

20. DEFINITIONS.

"County" - Jefferson County, Texas.

21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.

[&]quot;Contractor" - The Bidder whose proposal is accepted by Jefferson County.

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. *Language as of August 31, 2022.

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: 10 During the performance of this contract, the Contractor agrees as follows: 11 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexua	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

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. The Contractor 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) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.
- (5) The 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.
- (6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract 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.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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 a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor 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 interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The (recipient) further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel. terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.

>\$2,000

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions

2 CFR 200 APPENDIX II (D)

Applicable to Contracts Covering Federally Financed an	h Assistad	· ·
Construction"). In accordance with the statute, Contractors must be		160
pay wages to laborers and mechanics at a rate not less than the prev		
specified in a wage determination made by the Secretary of Labor.		
	•	
Contractors must be required to pay wages not less than once a wee		
Federal entity must place a copy of the current prevailing wage de		
issued by the Department of Labor in each solicitation. The decision		
contract or subcontract must be conditioned upon the acceptance	_	
determination. The non-Federal entity must report all suspected		
violations to the Federal awarding agency. The contracts must also		
provision for compliance with the Copeland "Anti-Kickback" Ac	t (<u>40 U.S.C.</u>	
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 A	Act provides	
that each Contractor or subrecipient must be prohibited from indu	cing, by any	
means, any person employed in the construction, completion, of		
public work, to give up any part of the compensation to which h		
otherwise entitled. The non-Federal entity must report all su		
reported violations to the Federal awarding agency.	ispesied of	
Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-37		
applicable, all contracts awarded by the non-Federal entity in		
\$100,000 that involve the employment of mechanics or laborers mu		
, .		
provision for compliance with 40 U.S.C. 3702 and 3704, as supple		
Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C.		
Act, each Contractor must be required to compute the wages of ever		
and laborer on the basis of a standard work week of 40 hours. Wo		
>\$100,000 of the standard work week is permissible provided that the		2 CFR 200
compensated at a rate of not less than one and a half times the basic		APPENDIX II (E)
for all hours worked in excess of 40 hours in the work week. The re		
of 40 U.S.C. 3704 are applicable to construction work and prov		
laborer or mechanic must be required to work in surroundings or un		
conditions which are unsanitary, hazardous or dangerous. These re	quirements	
do not apply to the purchases of supplies or materials or article	s ordinarily	
available on the open market, or contracts for transportation or tran	nsmission of	
intelligence.		
Rights to Inventions Made Under a Contract or Agreement. If the Fe	deral award	
meets the definition of "funding agreement" under 37 CFR § 401.2		
recipient or subrecipient wishes to enter into a contract with a sm		
firm or nonprofit organization regarding the substitution of parties,		
or performance of experimental developmental or research work	_	2 CFR 200
None "funding agreement," the recipient or subrecipient must compl		APPENDIX II (F)
requirements of <u>37 CFR Part 401</u> , "Rights to Inventions Made by		AFFERDIX II (F)
Organizations and Small Business Firms Under Government Grants		
and Cooperative Agreements," and any implementing regulations is		
awarding agency.	sued by the	
Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollut		
Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of		
excess of \$150,000 must contain a provision that requires the r	1	
>\$150,000 award to agree to comply with all applicable standards, orders or		2 CFR 200
issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and		APPENDIX II (G)
Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Viol		
be reported to the Federal awarding agency and the Regional O	ffice of the	
Environmental Protection Agency (EPA).		

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200
		APPENDIX II (K) 2 CFR 200
	See 2 CFR §200.322.	APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	 §135.38 Section 3 clause All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. 	

	C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.	162
	D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.	
	E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.	
	F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.	
	G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:	2 CFR 200.216
	Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered	

	telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information.	163
None	(d) See also § 200.471. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial molting states through the application."	2 CFR 200.322(a)(b)(1) (2)
· · · · · · · · · · · · · · · · · · ·	manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The Federal awarding agency must establish conflict of interest policies for Enderal awards.	
None	Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112

The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonables afleguards against alteration, and remain readable. Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minori			
enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the 5mall Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agen	None	practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain	
Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must	None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the 5mall Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime Contractor, if subcontracts are to be let, to take the	2 CFR 200.321
· · · · · · · · · · · · · · · · · · ·	None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must	2 CFR 200.334

	(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the	165
	end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.	Texas Government Code 2252.152
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following: (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:	Texas Government Code 2271.002

	(1) does not boycott Israel; and	166
	(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract		
Language for contracts	The contract award is contingent upon the receipt of federal funds. If no such	Optional
awarded prior to Grant Award	funds are awarded, the contract shall terminate.	,
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall,	Section 504 of the
	solely by reason of his/her disability, be denied the benefits of, or be subjected	Rehabilitation Act
	to discrimination, including discrimination in employment, under any program	of 1973, as
	or activity receiving federal financial assistance.	amended.

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor______ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

William H. Rose, A.A.

Signature of Contractor's Authorized Official

William H. Rose, III - Bid Specialist

Name and Title of Contractor's Authorized Official

09/12/2023

Date

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12S49, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor Global Equipment Company Inc. certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

William H. Rose, AAA

William H. Rose III - Bid Specialist

Name and Title of Contractor's Authorized Official

09/12/2023

Date

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

- The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, 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. The Contractor 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) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.
- 5) The 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.
- The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract 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.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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 a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor 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 interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

William H. Rose, AAA
Signature of Contractor's Authorized Official

William H. Rose III - Bid Specialist

Name and Title of Contractor's Authorized Official

09/12/2023

Date

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet, in its entirety.

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, September 20, 2023.

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.

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

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

<u>COURTHOUSE SECURITY</u>: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals 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.

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

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COUNTY HOLIDAYS (2023):

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	New Year's

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 IFB 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 Statements of Qualifications 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.

PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: <u>deb.clark@jeffcotx.us</u>.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, September 8, 2023.

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are <u>required</u> 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

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may <u>initially</u> accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) <u>prior</u> to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

SAM UEI # TPKZZJWPL7C9

William H. Rose III - Bid Specialist

William H. Rose, AAA

09/12/2023

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

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 o copy of the completed form. The form will include a certification of filing that will cantain a unique certification number.

2. Submit a FORM 1295 <u>hard copy</u> (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department <u>with bid submission</u>.

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

A sample of a completed FORM 1295 is included on PAGE 30.

FORM 1295 Implementation Background:

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."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

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 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

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

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SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT.

JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERES	STED PARTIES	F	ORM 1295
Complete Nos. 1 - 4 and 6 if there at Complete Nos. 1, 2, 3, 5, and 6 if the			EUSE ONLY
Name of business entity filing form, and the entity's place of business. VENDOR:ENTER YOUR BUSINESS NAME, CIT		iness	us File
Name of governmental entity or state age which the form is being filed.	ncy that is a party to the contract fo	or .	72,
JEFFERSON COUNTY, TEXAS Provide the Identification number used by and provide a description of the services, VENDOR: ENTER BID/PROPOSAL/CONTRACT	goods, or other property to be prov	ided upder the contr	ntify the contract, act.
4	City State Country	Nature of Interest	(check applicable)
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTER DWNERS ARE THE CONTROLLING PARTIES.	- 31.	х	
VENDOR: WORKERS (OR NON-OWNERS) IN YOCOMPANY ARE INTERMEDIARY PARTIES.	ST MM		x
- Jin	CHECK BELOW	/ IF APPLICABLE	
5 Check only if there is NO Interested Pa	arty.]	
UNSWORN DECLEMENT ON VENDOR: COMI	PLETE, DATE, AND SIGN THIS DECLAR		
My address: (street) Liderthae under penalty of perjury that the foregoing	(city)	(state) (zip cod	e) (country)
Executed in County, State of	of , on the day of		
		agent of contracting busic (Declarant)	ness entity

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017 NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

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FORM **1295**

1 of 1

_						1011
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY CERTIFICATION OF FILING		
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.			Certificate Number: 2023-1071006		
	Global Equipment Company Inc.				20.1000	
	Buford, GA United States			Date	Filed:	
2	Name of governmental entity or state agency that is a party to th	e contract for which	the form is	09/13/2023		
	being filed. Jefferson County			Date	Acknowledged	:
3	Provide the identification number used by the governmental entidescription of the services, goods, or other property to be provided.			the c	ontract, and pro	ovide a
	IFB 23-054/MR Term Contract for catalog pricing for Janitorial Supplies					
4					•	of interest
	Name of Interested Party	City, State, Country	/ (place of busin	ess)		pplicable)
					Controlling	Intermediary
					,	
_		•				
	** ***					
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION				, <u> </u>	·
	My name is William H. Rose III.		and my date of l	birth is	01/18/195	9
	My address is 2092 S. 102nd Street	West Allis	, _ W	<u> </u>	53227	USA
	(street)	(city)	(st	ate)	(zip code)	(country)
I declare under penalty of perjury that the foregoing is true and correct.						
	Executed in Milwaukee County	y, State of Wiscons	sin, on the	13th		
		11):00:00	n H. Ros	a -	(month)	(year)
		Signature of author	zed agent of cont			,
	(Declarant)					

MULTIPLE VENDOR AWARD.

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

7. 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.

8. PAYMENT.

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

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

Invoices shall be submitted to:

Jefferson County Auditing Department Attention: Accounts Payable 1149 Pearl Street, 7th floor Beaumont, TX 77701.

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.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations \$1,000,000 Excess Liability \$1,000,000

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

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Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

- 11.1.1 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.
- 11.1.2 **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.
- 11.1.3 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.
- 11.2 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.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract **refer** to **Section 10** above.
- 11.4 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.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 11.5.1 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
 - 11.5.2 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.
- 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 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.
- 11.8 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.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 11.9.1 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.
 - 11.9.2 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.
 - 11.9.3 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.
 - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 11.9.4.2 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.
 - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 11.9.6 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
 - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs <a href="https://doi.org/10.1016/j.nc.2016/j.
- 11.10 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.
- 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.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.



CERTIFICATE OF LIABILITY INSURANCE

DATE(@/M/DD/YYYY) 6/29/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Alliant Insurance Services, Inc.	CONTACT Arelis Nunez PHONE (A/C, No, Ext): 212-504-1894 (A/C, No, Ext): 212-504-1894	5080				
32 Old Slip FI 17 New York NY 10005	(A/C, No.): 212-504- E-MAIL ADDRESS: Arelis.Nunez@alliant.com					
	INSURER(S) AFFORDING COVERAGE	NAIC#				
License#; BR-800584	INSURER A: Liberty Mutual Insurance Compa	1112				
INSURED SYSTINC-01	INSURER B : Great American Assurance Compa	26344				
Global Equipment Company, Inc c/o Global Industrial Company, f/k/a Systemax Inc.	INSURER C: Colony Insurance Company	39993				
11 Harbor Park Drive	INSURER D:					
Port Washington NY 11050	INSURER E :					
	INSURER F:					
COVERAGES CERTIFICATE NUMBER: 1132857340	REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVINDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDI	OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO W ED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TI-	HICH THIS				
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE INDICATE:						
NSR LTR TYPE OF INSURANCE INSD WYD POLICY NUMBER	POLICY EFF POLICY EXP (MM/DD/YYYY) LIMITS					
A X COMMERCIAL GENERAL LIABILITY TB2-651-291604-013	7/1/2023 7/1/2024 EACH OCCURRENCE \$1,000,0	00				
CLAIMS-MADE X OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,0	00				
	MED EXP (Any one person) \$25,000					

LTR		TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	[MM/DD/YYYY)	LIMIT	S
Α	X	COMMERCIAL GENERAL LIABILITY			TB2-651-291604-013	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
								MED EXP (Any one person)	\$ 25,000
								PERSONAL & ADV INJURY	\$1,000,000
l		I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	$ \mathbf{x} $	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:		<u> </u>					\$
Α	AUT	OMOBILE LIABILITY			AS2-651-291604-023	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
l		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED X SCHEDULED AUTOS		ĺ				BODILY INJURY (Per accident)	\$
	X	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
Α	X	UMBRELLA LIAB X OCCUR			TH7-651-291604-043	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 10,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
		DED X RETENTION \$ 10,000							\$
A		KERS COMPENSATION EMPLOYERS' LIABILITY Y/N			WA7-65D-291604-093 WC7-651-291604-103	7/1/2023 7/1/2023	7/1/2024 7/1/2024	X PER STATUTE OTH-	
	ANYF	PROPRIETOR/PARTNER/EXECUTIVE (17 N	N/A		WC7-031-281004-103	11112023	77172024	E.L. EACH ACCIDENT	\$ 1,000,000
	(Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DESC	, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Exce	ss Liability			EXC 5125770 AR6461528	7/1/2023 7/1/2023	7/1/2024 7/1/2024	Layer 1 Layer 2	\$7,500,000 \$7,500,000
				i					

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

CERTIFICATE HOLDER	DER	LDEF	HOL	ľΕŀ	ĊΑ.	IFI	₹T	EF	C
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GLOBAL EQUIPMENT COMPANY, INC. C/O GLOBAL INDUSTRIAL COMPANY 11 HARBOR PARK DRIVE PORT WASHINGTON, NY 11050

CANCELLATION

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

AUTHORIZED REPRESENTATIVE hir Car

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

Bid Number & N County	Name: (IFB 23-0	54/MR) Term Con	tract for Catalog Pricing for Janitorial S	upplies for Jefferson
Bidder's Compa	nny/Business Na	me: Global Equ	pment Company Inc.	
Bidder's TAX ID	Number: Tax	D - 11-3584699		- T
If Applicable:	HUB Vendor N	o	DBE Vendor No	
Contact Person	: William H. R	tose III	Title: Bid Specialist	
Phone Number	(with area code): <u>(414)</u> 302-75	59	
Alternate Phone	e Number if ava	ilable (with area o	ode):	
Fax Number (w	ith area code): <u>(</u>	800) 336-1331		
Email Address:	wrose@globa	alindustrial.com		
Mailing Address	s (Please provid	e a <u>physical addre</u>	ss for bid bond return, if applicable):	
11 Harbor Par	k Drive			
Address Port Washington	NY	11050	_	

REQUIRED FORM

City, State, Zip Code

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffcotx.us. Please reference Bid Number: IFB 23-054/MR.

SCOPE OF PROJECT:

Jefferson County is asking for sealed bids for a catalog discount on the purchase or janitorial supplies for a year with an option to renew for four (4) additional one (1) year terms. All bids must be submitted on the Bid Sheets provided. **DO NOT BIND OR STAPLE BID PACKET**.

It is likely that multiple awards will be made with this bid.

Specifications are for unknown quantities of items to be purchased on an "as needed" basis.

One () current catalog shall be included with this bid. Upon award of contract you will be asked to supply one (1) catalog to Jefferson County departments.

The successful vendor must agree to mark shipments and invoices with a purchase order number. Shipment must be delivered prepaid to the Jefferson County location indicated on the purchase order, unless otherwise specified. Packing lists are to accompany the shipment in a container/carton properly marked as PACKING LIST for distribution to the county with the material.

The successful bidder shall agree that all items shipped in error, such as incorrect colors, etc., will be returned by freight collect and the items will be replaced at no extra cost. Notification of concealed shortages reported by the county are to be accepted by the vendor and items reshipped at no cost to the county. No charge packing list marked with the applicable purchase order number shall be enclosed with each "no charge" shipment.

Based on a review of recent past fiscal years, Jefferson County spends approximately \$275,000.00 per fiscal year on janitorial equipment and supplies.

No Guarantee Annual Volume

This is an "open catalog" bid for purchase as funds become available, however, there is no commitment to purchase any given number of products.

Catalog Requirements

Bidder must provide free of charge to the county and county departments one (1) bound catalog or bound price lists for use in product selection within twenty (20) days after bid is awarded. These bound documents must be clearly labeled on front cover with the name of said bid and beginning and ending contract dates.

Delivery

The County desires to purchase its janitorial products from established merchants who have goods in stock, and are prepared to make delivery within 48 hours. All delivery and freight charges (F.O.B. Jefferson County various locations listed below) are to be included in bid price. The County reserves the right to change, add, or delete locations. Bidder bears freight charges.

Maintenance Department – Courthouse 1149 Pearl – Basement Beaumont, Texas 77701 Contact: Greg Keller, 409-835-8511

Maintenance Department – Subcourthouse 525 Lakeshore Drive Port Arthur, Texas 77640 Contact: Kenneth Shepherd, 409-983-8307

Correctional Facility 5030 Hwy. 69 South Beaumont, Texas 77705

Contact: Captain Kenneth Harrell, 409-726-2555

Road & Bridge Precinct #1 2205 Hwy. 90 China, Texas 77613 Contact: Paul Truax, 409-434-5430

Contact. Faul Haux, 103 43 13 130

Road & Bridge Precinct #2 7759 Viterbo Road Beaumont, Texas 77705

Contact: Mike Trahan, 409-719-5950

Road & Bridge Precinct #3 5700 Jade Avenue Port Arthur, Texas 77640 Contact: Jeffery Collins, 409-736-2851

Road & Bridge Precinct #4 7780 Boyt Road Beaumont, Texas 77713

Contact: Derrick Newman, 409-434-5400

Crime Laboratory 5030 Hwy. 69 South, Suite 500 Beaumont, Texas 77705

Contact: Emily Esquivel, 409-726-2577

Jack Brooks Regional Airport 5000 Jerry Ware Dr, Suite 100 Beaumont, Texas 77705

Contact: Duke Youmans, 409-719-4900

Juvenile Probation 5326 Hwy. 69 South Beaumont, Texas 77705

Contact: Chief Ed Cockrell, 409-722-7474

Mid-County Office Building 7933 Viterbo Road Beaumont, Texas 77705

Contact: Bobby Kelly, 409-719-5950

Mosquito Control District 8905 First Street Beaumont, Texas 77705

Contact: Denise Marcel, 409-719-5940

Please answer the following in order to provide a profile of the vendor's capabilities to provide and deliver bid items.

1.	Company Name:	Global Equipment C	Company Inc			
	Address:	11 Harbor Park Drive	<u> </u>			
		Port Washington	NY	11050		
	Telephone:	(414) 302-7559		E-mail: wros	se@globalin	dustrial.cor
2.	List offices closest to	Beaumont.				
	Name:	Global Equipment C	ompany Inc	i.		
	Address:	2505 Mill Center P	arkway,Sui	te 100,Buford,	Georgia 30	518
3.	How long has your or existing name?	ompany done business	in Southeast	Texas under its	48	years
4.	meet the county's no	not have a local office i eeds? Company maintains a		·	·	
5.	Does the bidder have may be needed or pr	e personnel who can vis	it the county	when informatio	n Yes ☑	No □
6.	Can the bidder provi	de one (1) catalog or pr	ice list to eac	h department?	Yes ☑	No □
	If not, what can be p	rovided?				

Vendor Profile Information Form (Continued)

7.	Do you have a fax machine for electronic communication purposes with your customers?	Yes ☑	No □
8.	Do you accept purchase orders via email?	Yes 🛭	No 🗆
9.	Do you have a toll-free telephone number for use by your customers?	Yes 🗹	No 🗆
10.	Are there any limitations in your ability to receive and deliver purchases to the county and departments within 48 hours?	Yes □	No ☑
	If yes, please explain:		
			
,			····
,			

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 amend	dment(s):,,
I certify, under penalty of perjury, that I have the	ne legal authorization to bind the firm hereunder:
Global Equipment Company Inc.	For clarification of this offer, contact:
Company Name	
11 Harbor Park Drive	William H. Rose III - Bid Specialist
Address	Name & Title
Port Washington NY 11050	<u>(414) 302-7559</u> (800) 336-1331
City State Zip	Phone Fax
William H. Rose, AAA	wrose@globalindustrial.com
Signature of Person Authorized to Sign	E-mail
William H. Rose III	
Printed Name	
Bid Specialist	
Title	

REQUIRED FORM

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

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

This contract shall henceforth be referred to as Contract No. IFB 23-054/MR, Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:	
Jeff R. Branick, County Judge JEFFERSON COUNTY, TEXAS	
ATTEST:	
Roxanne Acosta Hellberg, County Clerk JEFFERSON COUNTY, TEXAS	Date

BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.

CATALOG DISCOUNT: Flat rate of discount you will allow from your current catalog with the below noted exceptions:				
	<u>10 </u> %			
Comments: See attached Exceptions Letter for details				
PRICE LIST DISCOUNTS: Flat rate of discount you will allow from your price list with the exceptions:	ne below noted			
	%			
Comments:				
SHELF PRICE DISCOUNTS: Flat rate of discount you will allow from your shelf price wit exceptions:	th the below noted			
	%			
Comments:				
EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS				
See attached Exceptions Letter for details				
Dated Purchase Orders				

The bidder shall be required to honor all purchase orders dated prior to the contract expiration date if received by the bidder within fifteen (15) days following the date of expiration.

Questions concerning the terms and conditions will be directed in writing to the County's purchasing department for receipt no later 5:00 pm, Friday, September 8, 2023. Inquiries must reference the date of "bid opening." Having carefully examined the Specific Terms and Conditions, Specifications and Bid Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

Signature: William H. Rose, AAA	Date: 09/12/2023
Typed Name: William H. Rose III	

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

PAGE 45 OF 61

I understand that the bid proposal submitted incorporates all of the requirements contained in the Bid Packet and our company is in a position to comply with same.

Company:

Global Equipment Company Inc.

Sales Contact:

Dan Himelick dhimelick@globalindustrial.com Phone:

(678) 969 -6676

Address:

2505 Mill Center Parkway, Suite 100, Buford, Georgia 30518

Phone No.:

(414) 302-7559

Fax No:

(800) 336-1331

E-mail:

wrose@globalindustrial.com

Employee Identification Number:

WR510131

Authorized Signature:

William H. Rose, AAA

REQUIRED FORM

Bidder: 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.

REQUIRED FORM

REFERENCE ONE					
Government/Company Name: Denton Independent School District					
Address: 1303 N. Elm St. Denton, TX. 76063					
Contact Person and Title: Dianna Casper Purchasing					
Phone: 940-369-0124 Fax:					
Email Address: purchasing@dentonisd.org Contract Period:					
Scope of Work:					
REFERENCE TWO					
Government/Company Name: University of Utah					
Address: 201 South Presidents Circle, Salt Lake City, UT. 84112					
Contact Person and Title: Michele Thomas Purchasing					
Phone: 801-585-7380 Fax:					
Email Address: michele.thomas@fm.utah.edu Contract Period:					
Scope of Work:					
REFERENCE THREE					
Government/Company Name: Chatham Area Transit					
Address: 900 East Gwinnet Street, Savannah, GA. 31401					
Contact Person and Title: David Flanders Purchasing					
Phone: Phone # 912-629-3935 Fax:					
Email Address: david.flanders@catchacat.org Contract Period:					
Scope of Work:					

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.

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.

Global Equipment Company Inc	i.	William H. Rose, AAA
Bidder (Entity Name)		Signature
11 Harbor Park Drive		William H. Rose III
Street & Mailing Address		Print Name
Port Washington NY	11050	09/12/2023
City, State & Zip	1	Date Signed
(414) 302-7559		(800) 336-1331
Telephone Number		Fax Number
wrose@globalindustrial.com		

REQUIRED FORM

E-mail Address

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

William H. Rose, AAA

Signature of Contractor's Authorized Official

William H. Rose III - Bid Specialist

Name and Title of Contractor's Authorized Official (Please Print)

09/12/2023

Date

REQUIRED FORM

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176,001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code,	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
1 Name of vendor who has a business relationship with local governmental entity.	
Global Equipment Company Inc.	
2 Check this box if you are filling an update to a previously filed questionnaire.	
(The law requires that you file an updated completed questionnaire with the applater than the 7th business day after the date on which you became aware that the origincomplete or inaccurate.)	
3 Name of focal government officer about whom the information in this section is being disci	osed.
None	
Name of Officer	
This section (item 3 including subparts A, B, C, & D) must be completed for each officer vemployment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.	ment Code. Attach additional
A. is the local government officer named in this section receiving or likely to receive taxable income. from the vendor?	ncome, other than Investment
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the loc	
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity will government officer serves as an officer or director, or holds an ownership interest of one percentage.	
Yes	
D. Describe each employment or business and family relationship with the local government	officer named in this section.
William H. Rose, AN 09/12	2/2023
	eate
- grant - control and government with	

Adopted 8/7/2015

REQUIRED FORM

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

	LOCAL GOVERNMEN' CONFLICTS DISCLOS		FORM CIS
١,	nis questionnaire reliects changes mad	e to the law by н.в. 23, 84In Leg., Regular Session.	OFFICE USE ONLY
g		local governmental entity that the following local of facts that require the officer to file this statement Government Code.	Date Received
1	Name of Local Government Officer		
2	Office Held		
3	Name of vendor described by Sect	ions 176.001(7) and 176.003(a), Local Government	Code
4	Description of the nature and exter	nt of employment or other business relationship wi	th vendor named in Item 3
5		remment officer and any family member, if aggreg ede \$100 during the 12-month period described by	
	Date Glift Accepted	Description of Gift	
	Date Gift Accepted	Description of Gift	
	Date Gift Accepted	Description of Gift	
		(attach additional forms as necessary)	
6	AFFIDAVIT	I swear under penalty of perjury that the above statement it that the disclosure applies to each family member (as defi Government Code) of this local government officer. I also covers the 12-month period described by Section 176.003(a)	ned by Section 176.001(2), Local acknowledge that this statement
		Signature of Local	Government Officer
	AFFIX NOTARY STAMP / SEAL ABOV	E	
	Sworn to and subscribed before me, by the of, to or	saidertify which, witness my hand and seal of office.	, this the day
	Signature of officer administering eath	Printed name of officer administering oath	itle of officer administering cath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

Bidder int		tilize	Subcontractors/Subconsultan	ts in the fulfillment of this contract (if awarded).
opportuni Contracto minimum exceed th	ties, the r/Consulta efforts the goals o	follo ant, a at sh f HUI	wing checklist and support and returned with the Prim ould be put forth by the Prim	Effort" was made in soliciting HUBs for subcontracting ing documentation shall be completed by the Prime e Contractor/ Consultant's bid. This list contains the ne Contractor/Consultant when attempting to achieve or . The Prime Contractor/Consultant may extend his/her eyond what is listed below.
		Die	d the Prime Contractor/Cons	ultant?
☐ Yes	□ No	1.		consistent with standard and prudent industry standards, to the smallest feasible portions, to allow for maximum ation?
☐ Yes	□No	2.	Notify in writing a reasonab participation of the planned	le number of HUBs, allowing sufficient time for effective work to be subcontracted?
☐ Yes	□ No	3.	information regarding the p	uinely interested in bidding on a Subcontractor, adequate roject (i.e., plans, specifications, scope of work, bonding nts, and a point of contract within the Prime anization)?
☐ Yes	□ No	4.	Negotiate in good faith wit qualify as lowest and respon	h interested HUBs, and not reject bids from HUBs that sive Bidders?
☐ Yes	□ No	5.	Document reasons HUBs we reason for rejection, provide	re rejected? Was a written rejection notice, including the d to the rejected HUBs?
□ Yes	□ No	6.	If Prime Contractor/Consult reasons why.	ant has zero (0) HUB participation, please explain the
If				de any pertinent documentation with your bid. sheet to answer the above questions.
William I	H. Rose	Ш		William H. Rose, AAA
			rized Representative	Signature
Bid Spec	cialist			09/12/2023
_		Titl	e 1	Date
•	ED FORM Please co		ete this form	

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH **HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Instructions for Prime Contractor/Cons below may be submitted after contract	award, but prior	to beginning performand	e on the contract.
Please submit one form for each HUE conditions of your contract.	3 Subcontractor/So	ubconsultant with prope	er signatures, per the terms an
		<u> </u>	
Contractor Name:			HUB: Yes No
Address:	•	W44	- m
Street	City	State Zip	
Phone (with area code):		Fax (with area code):	
Project Title & No.:			- Trans
Prime Contract Amount: \$			
HUB Subcontractor Name:			
HUB Status (Gender & Ethnicity):		erson County □ Tx Unified	
HUB Status (Gender & Ethnicity):		Nava -	Certification Prog.
HUB Status (Gender & Ethnicity): Certifying Agency: Tx. Bldg & Procurer		Nava -	
HUB Status (Gender & Ethnicity): Certifying Agency: Tx. Bldg & Procurer Address: Street	nent Comm. ☐ Jeff	erson County	Certification Prog.
HUB Status (Gender & Ethnicity): Certifying Agency: Tx. Bldg & Procurer Address: Street Phone (with area code):	nent Comm. □ Jeff City	erson County	Certification Prog.
HUB Status (Gender & Ethnicity): Certifying Agency: Tx. Bldg & Procurer Address: Street Phone (with area code):	nent Comm. ☐ Jeff City	erson County	Certification Prog.
HUB Status (Gender & Ethnicity): Certifying Agency:	nent Comm. ☐ Jeff City	erson County	Certification Prog.
HUB Status (Gender & Ethnicity): Certifying Agency:	nent Comm.	erson County	Certification Prog.
HUB Status (Gender & Ethnicity): Certifying Agency:	nent Comm.	erson County	Certification Prog.
HUB Status (Gender & Ethnicity): Certifying Agency:	nent Comm.	erson County Tx Unified State Zip Fax (with area code): Percentage of Print H. Ross, AA	Certification Prog. De Contract: % 09/12/2023

Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

PAGE 53 OF 61

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

			PA	AGE 1 OF 4			
Bidder intends to utili	ze Subcontr	ractors/Sub	consultant	s in the fulfillm	ent of this cor	ntract (if awa	rded).
Yes 🗸 No							
Prime Contractor:						нив: 🗆	Yes No
HUB Status (Gender & E	thnicity):						
Address:							
St	reet		City	State	Zip		
Phone (with area code):				Fax (w	vith area code):		
Project Title & No.:					IFB/RFP No.:		
Total Contract: \$				Total HUB	Subcontract(s):	\$	
Construction HUB Goals	: 12.8% MBE:	::		%	12.6% WBE:		<u></u> %
Sub- DR HUB OFFICE USE ONLY:	goals: 1.7 Afr	Use	e these goals	s as a guide to dive			
Sub- DR HUB OFFICE USE ONLY: Verification date HUB Progr	ram Office revie	Use	e these goals	s as a guide to dive	ersify.		
Sub- OR HUB OFFICE USE ONLY: Verification date HUB Progr	ram Office revie	Use ewed and verifi SCLOSURE	e these goals	s as a guide to dive	Date:	Initials	
Sub- OR HUB OFFICE USE ONLY: Verification date HUB Progr ART I. HUB SUBCONT HUB Subcontractor Nam	ram Office revie	Use ewed and verifi SCLOSURE	e these goals	s as a guide to dive	Date:	Initials	
Sub- OR HUB OFFICE USE ONLY: Verification date HUB Progr ART I. HUB SUBCONT HUB Subcontractor Nam HUB Status (Gender & E	ram Office revieer RACTOR DIS	Use ewed and verifi SCLOSURE	e these goals	s as a guide to dive	Date:	Initials	
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Sub- DR HUB OFFICE USE ONLY: Verification date HUB Progr ART I. HUB SUBCONT HUB Subcontractor Nam HUB Status (Gender & Edertifying Agency:	ram Office revie	Use ewed and verifi SCLOSURE	e these goals ied HUB Sub in	nformation Texas Unified State	Date:	Initials	
Sub- OR HUB OFFICE USE ONLY: Verification date HUB Progr ART I. HUB SUBCONT HUB Subcontractor Nam HUB Status (Gender & Etertifying Agency: Address: Str Contact person:	ram Office revie	ewed and verifi SCLOSURE & Procureme	e these goals ied HUB Sub in	s as a guide to dive	Date:	Initials	
Sub- OR HUB OFFICE USE ONLY: Verification date HUB Progr PART I. HUB SUBCONT HUB Subcontractor Nam HUB Status (Gender & Edertifying Agency:	ram Office revie	ewed and verifi SCLOSURE & Procureme	e these goals ied HUB Sub in	s as a guide to dive	Date: Certification Pr Zip e:	Initials	

REQUIRED FORM

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

HUB Subcontractor	Name:				
HUB Status (Gender	& Ethnicity):		.,,		
Certifying Agency:	Tx. Bldg 8	Procurement Comm.	☐ Jefferson County	Tx Unified Certification Prog.	
Address:					
	Street	City	State	Zip	
Contact person:			Title:		
Phone (with area co	de):		Fax (with	n area code):	
Proposed Subcontra	act Amount:	\$	Percer	ntage of Prime Contract:	%
Description of Subco	ontract Work to I	be Performed:			
HUB Subcontractor	Name:				
HUB Subcontractor HUB Status (Gender Certifying Agency:	Name: & Ethnicity):		-		
HUB Subcontractor HUB Status (Gender ertifying Agency:	Name: & Ethnicity):		-		
HUB Subcontractor HUB Status (Gender ertifying Agency: Address:	Name: & Ethnicity): Tx. Bldg &	Procurement Comm.	☐ Jefferson County State	☐ Tx Unified Certification Prog.	_
HUB Subcontractor HUB Status (Gender Eertifying Agency: Address: Contact person:	Name: & Ethnicity): Tx. Bldg & Street	Procurement Comm.	☐ Jefferson County State Title:	☐ Tx Unified Certification Prog.	
HUB Subcontractor HUB Status (Gender Certifying Agency:	Name: & Ethnicity): Tx. Bldg & Street de):	Procurement Comm.	Jefferson County State Title:	Tx Unified Certification Prog.	

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

REQUIRED FORM

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

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

Instructions to Bidder: 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 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: City State Zip Contact person: Phone (with area code): Fax (with area code): Proposed Subcontract Amount: Percentage of Prime Contract: Description of Subcontract Work to be Performed: **REQUIRED FORM**

<u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

	PAGE	4 OF 4	<u> </u>
Subcontractor Name:			<u></u>
Address:	<u>-</u>		
Street	City	State Zip	
Contact person:		Title:	_ _
Phone (with area code):		Fax (with area code):	
Proposed Subcontract Amount: \$		Percentage of Prime Contract:	<u>%</u>
Description of Subcontract Work to be Perform	ned:		
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 Perform	ed:		
this form, and attached any necessary supp information on this document may result in	ort documentation or do	s and Information, truthfully completed all apports on as required. I fully understand that intenting a contract award or termination of any resulting	onally falsifying
Title			
Signature:	, 28.4		
Date:	***		
E-mail address:			
Contact person that will be in charge of invo	ining for this yes!		
Name (print or type):	icing for this proje	ect:	
Title:		REQUIRED FORM	
Date:		Bidder: Please com and include with bi	
E-mail address:		and include with bi	u suulliissiUll.

r, William H. Rose III , the undersigned representative of (company or business) Global Equipment Company Inc. (heretofol
referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:
provisions of substitute 19, title 19, Government code chapter 2270.
1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.
Pursuant to Section 2270.002, Texas Government Code:
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking an action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include a action made ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, join venture, limited partnership, limited liability partnership, or an limited liability company, including a whole owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.
Signature of Company Representative
Date
On this Hth day of Ceptember, 2023, personally appeared
Millim H. Pace III , the above-named person, who after by me being
duly sworn, did swear and confirm that the above is true and correct.
Notary Seal Will Dua
Notary Signature
NICOLE L. WERRA Notary Public State of Misoposis

REQUIRED FORM

SENATE BILL 252 CERTIFICATION

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

Company Name	
IFB/RFP/RFQ number	
Certification check performed by:	
Purchasing Representative	
Date	<u>,</u>

THIS FORM IS FOR OFFICE USE ONLY

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 Wisconsin	COUNTY OF Milwaukee	
BEFORE ME, the undersigned authority,	a Notary Public in and for the State of Wisco	onsin
on this day personally appeared Willian		, who
after being by me duly sworn, did depos	(name) se and say:	
"I, William H. Rose III	am a duly authorized officer o	of/agent
(name) for Global Equipment Company Inc.	and have been duly authorized to ex	xecute the
(name of firm) foregoing on behalf of the said Global		·
(nam	e of firm)	
or persons engaged in the same line of b the Bidder is not now, nor has been for	as not been prepared in collusion with any oth cusiness prior to the official opening of this bid the past six (6) months, directly or indirectly the price of services/commodities bid on, or to	. Further, I certify that concerned in any pool or
11 Harbor Park Drive, Port Washi		
Fax: (800) 336-1331	Telephone#(414) 302-7559	
_{bv:} William H. Rose III	_{Title:} Bid Specialist	
(print name) Signature:		
SUBSCRIBED AND SWORN to before me I		on.
this the Hom day of Suprember	2022	
REQUIRED FORM		NICOLE L. WERRA Notary Public
Bidder: Please complete this form	Notary Public in and for	State of Wisconsin

the State of MISLONSM

and include with bid submission.

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) "Non-resident 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.

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

certify that Global Equipment Company Inc. [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Port Washington, New York (city and state).

Taxpayer Identification Number (T.I.N.): Company Name submitting bid/proposal:		11-3584699
		Global Equipment Company Inc.
Mailing address:	11 Harbor Park D	rive, Port Washington NY 11050
If you are an individu	ial, list the names and add	lresses 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.

REQUIRED FORM

Form W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

		A SACRAGE THE PLANT OF THE PRINCIPLE RELIEF	DIMEGUI,							
_	1 Name (as shown on your income tax return). Name is required on this line; d	o not leave this line blank.								
	Global Equipment Company Inc.	14111								
	2 Business name/disregarded entity name, if different from above							_		
	Global Industrial									
e. ns on page 3.				4 Exemptions (codes apply only to cartain emittee, not individuals; see Instructions on page 3):						
	☐ Ind/indual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC	Pertnership	Trust/estate	Exempt payers code (if any)						
울	Limited liability company. Enter the tax classification (C=C corporation, Se8 corporation, P⊕Partnership) ▶									
Print or type. seific Instructions on	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.			Exemption from FATCA reporting code (if any)						
Ü	☐ Other (see instructions) ▶			(Applies to ac	(Applies to accounts maintained outside the U.S.)					
क्र	5 Address (number, street, and apt. or suite no.) See instructions.	Requ	ester's name							
8	29833 Network Place					, ,				
۷,	6 City, state, and ZIP code									
	Chicago, IL 60673-1298									
İ	7 List account number(s) here (optional)									
Par		<u> </u>					-			
Enter	rour TIN in the appropriate box. The TIN provided must match the nan	ne given on line 1 to avoid	Social sec	curity num	ber					
DACKU rasido	o withholding. For individuals, this is generally your social security nun at alien, sole proprietor, or disregarded entity, see the instructions for i	nber (SSN). However, for a		<u> </u>		Г	Π	T		
entitie	s, it is your employer identification number (EIN). If you do not have a r	rart I, later. For other lumber, see <i>How to get a</i>		-	ΙΙ.	1	1 1			
TIN, la	ier.	annes, see , lon to go. a	or			_	<u> </u>			
Note:	f the account is in more than one name, see the instructions for line 1.	Also see What Name and	Employer	identificat	ion nur	ber	_			
Numb	or To Give the Requester for guidelines on whose number to enter.					Τ.	$\overline{\Box}$			
			1 1	- 3 5	8 4	6	9	9		
Part										
	penalties of perjury, I certify that:				-					
2. I arr Sen	number shown on this form is my correct taxpayer identification numb not subject to backup withholding because: (a) I am exempt from bac ice (IRS) that I am subject to backup withholding as a result of a failur onger subject to backup withholding; and	kup withholding, or (h) I hav	a not been a	etified by	the lete	ied n	Reve ne tha	nue at I am		
3. I am	a U.S. citizen or other U.S. person (defined below); and									
	FATCA code(s) entered on this form (if any) indicating that I am exemp	d from FATCA reporting is co	omect							
Certific you have acquist other ti	ation instructions. You must cross out item 2 above if you have been no e falled to report all interest and dividends on your tax return. For real est ion or abandonment of secured property, cancellation of debt, contribution an interest and dividends, you are not required to sign the certification, but	tified by the IRS that you are ate transactions, item 2 does	currently subj not apply. For	r mortgag	e intere	st pai	d,	-4-		
Sign Here	Signature of U.S. person Dom Michael	Date ►	1-3-	20	23					
	eral Instructions	• Form 1099-DIV (dividend funds)	ts, including	those from	n stock	s or ı	mutu	al		
noted.	references are to the Internal Revenue Code unless otherwise	Form 1099-MISC (various types of income, prizes; awards, or gross proceeds)								
elated	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted	Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)								
	ey were published, go to www.lrs.gov/FormW9.	Form 1099-S (proceeds from real estate transactions)								
-	Irpose of Form • Form 1099-K (merchant card and third party network transact									
nforme	individual or entity (Form W-9 requester) who is required to file an armation return with the IRS must obtain your correct taxpayer 1098-T (tuition)						est),			
	ation number (TIN) which may be your social security number adividual taxpayer identification number (ITIN), adoption	* Form 1099-C (canceled debt)								
ахрау	r identification number (ATIN), or employer identification number	 Form 1099-A (acquisition or abandonment of secured property) 								
EIN), te <u>Imouni</u>	report on an information return the amount paid to you, or other reportable on an information return. Examples of information	Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.								
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- Government customers are advised that compliance with the Buy American Act, Free Trade Agreements Act, Trade Agreements Act, or the like, is not guaranteed by Global Industrial. Country of origin information can change, and what is displayed on our website or in the catalog may not be accurate or consistent with manufacturer information at the time of order or shipment. For updated, accurate country of origin data, it is recommended that you rely on product packaging or manufacturer information. All products quoted are considered commercial-off-the-shelf items, as defined in FAR 2.101, are used by the general public or by non-governmental entities for purposes other than governmental purposes, and have been sold to the general public, or have been offered for sale to the general public. The products described are sold in substantial quantities in the commercial marketplace, and offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; further, the products are not bulk cargo, as defined in 46 U.S.C. 40102(4).
- Returns If Customer is not satisfied with a product, please contact Global Industrial within 30 days of receipt. A refund, excluding freight charges, may be arranged after inspection. Returned merchandise must be shipped in original packaging, freight prepaid, unused, and in resalable condition. Returned merchandise is also subject to a 15% restocking fee. Global Industrial inspects all returns and reserves the right to refuse credits on damaged, used, or non-resalable items. Customer's only obligation is the freight charge and stocking fee, where applicable, provided the return is complete with original packaging, all documentation, warranty cards, cables etc. Shipping and handling charges are non-refundable for all returns. Customer may also be responsible for return shipping charges, insurance, and shipment tracking for returned merchandise. Certain Products are Non-Returnable and/or Non-Cancelable. Once an order for custom-cut, customer built, or special-order items (such as matting, slings, cranes, prefab offices, buildings, mezzanines, assembled lockers and regularly stocked items such as generators, pressure washers, water and trash pumps, snow throwers, radio headsets, striping paint, line stripers, floor care machines, vacuums, custom fabric chairs, or forklifts) is placed, it is considered non-cancelable. Any custom-cut, customer built, or special-order items purchased are also non-returnable.
- Federal Work Authorization Program (E-Verify): E-Verify Certification: 1737668; Beginning 9/17/2021

Should you have any questions regarding our proposal, please let me know.

Regards,

Nikki Werra

Sr. Manager, Sales Contracts & Compliance



11200 W. Parkland Avenue, Suite 100, Milwaukee, Wisconsin 53224

Phone: +1 (414) 302-7311 Mobile: +1 (414) 469-2911

Email: <u>NWerra@globalindustrial.com</u>
Web: https://www.globalindustrial.com



08/16/2023

Jefferson County Attn: Deborah L. Clark 1149 peart Street 1st Floor Beaumont, TX. 77701

RE: IFB # 23-054/MR Janitorial Supplies - Catalog Pricing

Global Equipment Company Inc., dba Global Industrial, submits this proposal in reference to the abovementioned RFP, subject to the exceptions and/or qualifications stated below.

ESBD_File_333274 SpecificationsIFB23-054MR

Section 1: General Conditions of Bidding and Terms of Contract

- <u>2.5 Delivery Charges:</u> Standard shipping and handling charges will be reflected on all quotes, orders, and invoices as prepay and add, FOB Origin, unless otherwise indicated. Standard LTL shipments shall be dock to dock. Standard small package shipments shall be dock to door. Additional fees may be incurred for any special services including, but not limited to, the following: liftgate services, white glove services, 24-hour advance notifications, delivery area surcharges, hazardous material surcharges, residential deliveries, Saturday charge deliveries, inside delivery (threshold only).
- <u>2.6 Installation Charges:</u> Strike and replace with the following: Installation is not included in the price for any products. If requested, installation can be added as a separate line item on a case-by-case basis.
- 2.8 Storage: Strike in its entirety.
- <u>2.13 Acceptability:</u> Any rejection for nonconformance of products shall be made within five (5) business days of delivery, or the products shall be deemed accepted.
- 2.14 Maintenance: Strike in its entirety.
- 3.2 Invoices: Payment terms shall be net 30 days from the date of invoice. Global Industrial does not permit the set off of any payments under any circumstances.
- 3.3 Prompt Payment: Strike in its entirety.
- <u>3.4 Funding:</u> Global Industrial request Buyer not place any orders if funds have not been appropriated therefor.
- 4.4 Termination: Any invoices issued up to and including the date of termination for any reason shall be paid in accordance with the agreed upon payment terms. Any items identified as non-cancellable and/or non-returnable cannot be cancelled and/or returned, as applicable.
- 4.9 Warranty: All warranties from the original manufacturers are hereby irrevocably assigned to Buyer and all documents evidencing the same will be included with the items. Global Industrial will assist Buyer in maintaining continuity of such warranties and shall take all reasonable steps to assist Buyer in asserting and processing warranty claims directly with the manufacturers. Global Industrial makes no warranties, express



or implied, and disclaims all other warranties, including without limitation implied warranties of merchantability, fitness for a particular purpose and conformity to models or samples.

14. Delivery: See 2.5 Delivery Charges: above.

Section 3: Special Requirements/Bid Submission Instructions

4. Vendor Registration (SAM): UEI # TPKZZJWPL7C9

8. Payment: See 3.2 Invoices: above.

Section 4: Minimum Specification

<u>Delivery:</u> Global Industrial will make a good faith effort to deliver products within the requested timeframe. However, factors such as product origin, quantity requested, and availability and production times may influence the delivery times. Please contact your assigned Account Manager for specific information regarding lead times.

Delivery FOB: See 2.5 Delivery Charges: above.

- Title to products and risk of loss passes from Global Industrial to Buyer upon delivery.
- Products that are delivered as "assembled" are indicated on our website within the product specifications. Products that are not assembled will not include assembly in the pricing unless otherwise indicated.
- To the maximum extent permitted by law, Global Industrial shall not be liable to Buyer or any third party under this proposal or any resulting contract for any indirect, special, incidental, punitive or consequential damages (including, without limitation, loss of use, loss of data, loss of business or loss of profits), regardless of the form of action, whether in contract, warranty, tort (including negligence), strict liability or any other theory of law. The maximum liability of Global Industrial arising out of or related to this proposal or contract, regardless of the form of action, is limited to the amount paid to Global Industrial for the products giving rise to such liability. In the event of any issue with a product that Buyer has purchased through Global Industrial, Buyer agrees that its sole remedy, if any, is from the manufacturer of such product, in accordance with such manufacturer's warranty, or to seek a return and refund for such product in accordance with Global Industrial's return policy.
- Neither party shall be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, pandemics, quarantines, shortages, communication or power failures, fires, accidents, explosions, inability or delays in procuring or shipping product or obtaining permits and licenses, inability in procuring supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of such party in the conduct of its business.



- Government customers are advised that compliance with the Buy American Act, Free Trade Agreements Act, Trade Agreements Act, or the like, is not guaranteed by Global Industrial. Country of origin information can change, and what is displayed on our website or in the catalog may not be accurate or consistent with manufacturer information at the time of order or shipment. For updated, accurate country of origin data, it is recommended that you rely on product packaging or manufacturer information. All products quoted are considered commercial-off-the-shelf items, as defined in FAR 2.101, are used by the general public or by non-governmental entities for purposes other than governmental purposes, and have been sold to the general public, or have been offered for sale to the general public. The products described are sold in substantial quantities in the commercial marketplace, and offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; further, the products are not bulk cargo, as defined in 46 U.S.C. 40102(4).
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- Federal Work Authorization Program (E-Verify): E-Verify Certification: 1737668; Beginning 9/17/2021

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Email: NWerra@globalindustrial.com
Web: https://www.globalindustrial.com



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

Type text here

1149 Pearl Street 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

LEGAL NOTICE Advertisement for Invitation for Bids

August 15, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County. Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy 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 Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:

Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

BID NUMBER:

IFB 23-054/MR

DUE BY TIME/DATE:

11:00 AM CT, Wednesday, September 20, 2023

MAIL OR DELIVER TO:

Jefferson County Purchasing Department

1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

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

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah L. Clark, Purchasing Agent Jefferson County, Texas

PUBLISH:

Beaumont Enterprise:

August 16, 2023 & August 23, 2023

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BID SUBMISSIONS:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

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 BID PRIOR TO 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 BID AFTER 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 award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to

required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder <u>must</u> clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, 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.

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 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.

4.3 PRICE RE-DETERIMINATION.

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.

4.4 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.

4.5 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.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the

vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 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.

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. 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 <u>90</u> days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the

Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

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 non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

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.

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 at https://www.co.jefferson.tx.us/Purchasing/ 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 (<u>in writing on the included Bid Form</u>), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/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.

21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.

[&]quot;Contractor" - The Bidder whose proposal is accepted by Jefferson County.

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. *Language as of August 31, 2022.

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:	2 CFR 200
None	The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:	APPENDIX II I and 41 CFR §60-1.4(b)
	During the performance of this contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, 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. The Contractor 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) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.
- (5) The 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.
- (6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract 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.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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 a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor 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 interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel. terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.

>\$2,000

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions

2 CFR 200 APPENDIX II (D)

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	Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance 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 each Contractor or subrecipient 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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 must be required to 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to 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).	2 CFR 200 APPENDIX II (G)

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>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200
	C 2 CFD 5200 24 C	APPENDIX II (J) 2 CFR 200
	See 2 CFR §200.216.	APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	 §135.38 Section 3 clause All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. 	

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C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.	
D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.	
E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.	
F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.	
G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:	2 CFR 200.216
Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:	

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered

(1) Procure or obtain;

None

	telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 , section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).	
	 (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. 	
	(b) In implementing the prohibition under <u>Public Law 115-232</u> , section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.	
	(c) See <u>Public Law 115-232</u> , section 889 for additional information. (d) See also § 200.471.	
Ness	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:	2 CFR
None	(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.	200.322(a)(b)(1) (2)
	(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112

None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using 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; and (6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.	2 CFR 200.334

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	(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.	Texas Government Code 2252.152
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following: (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:	Texas Government Code 2271.002

	T	
	(1) does not boycott Israel; and	
	(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract		
Language for contracts awarded prior to Grant	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
Award	runus are awarded, the contract shall terminate.	
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall,	Section 504 of the
	solely by reason of his/her disability, be denied the benefits of, or be subjected	Rehabilitation Act
	to discrimination, including discrimination in employment, under any program	of 1973, as
	or activity receiving federal financial assistance.	amended.

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor HD Supply Facilities Maintenance, Ltd. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Ran Garver, Director of Compliance

Name and Title of Contractor's Authorized Official

September 6, 2023

Date

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor <u>HD Supply Facilities Maintenance</u>, <u>Ltd.</u> certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Ran Garver, Director of Compliance

Name and Title of Contractor's Authorized Official

September 6, 2023

Date

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, 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. The Contractor 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) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.
- 5) The 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.
- 6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract 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.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor 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 interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Ran Garver, Director of Compliance

Name and Title of Contractor's Authorized Official

September 6, 2023

Date

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet, in its entirety.

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

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

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

<u>BID PACKAGING</u>: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, September 20, 2023.

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.

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

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

<u>COURTHOUSE SECURITY</u>: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals 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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2023):

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	New Year's

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 IFB 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 Statements of Qualifications 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.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to Mistey Reeves, Assistant Purchasing Agent at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at: deb.clark@jeffcotx.us.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, September 8, 2023.

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are <u>required</u> 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

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may <u>initially</u> accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) <u>prior</u> to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

HD SUPPLY FACILITIES MAINTENANCE, LTD. ◆ Active Registration

Unique Entity ID CAGE Code L6GNE2ATNLT7

34XF3

Physical Address STE 1700 3100 CUMBERLAND BLVD, ATLANTA, GA 30339 USA

Entity

Expiration Date Aug 22, 2024

Purpose of Registration All Awards

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

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 <u>hard copy</u> (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department <u>with bid submission</u>.

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

A sample of a completed FORM 1295 is included on PAGE 30.

FORM 1295 Implementation Background:

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."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

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 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

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION. CERTIFICATE OF INTERESTED PARTIES FORM 1295 OFFICE USE ONLY Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. 1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE Name of governmental entity or state agency that is a party to the contract for which the form is being filed. **JEFFERSON COUNTY, TEXAS** 3 Provide the identification number used by the governmental entity or state agency to track of identify and provide a description of the services, goods, or other property to be provided upon the contract. identify the contract. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE Nature of Interest (check applicable) City, State, Country Name of Interested Party (place of business) Controlling Intermediary VENDOR: ENTER EACH PERSON HAVING INTEREST, Х OWNERS ARE THE CONTROLLING PARTIES VENDOR: WORKERS (OR NON-OWNERS) IN YOUR Х COMPANY ARE INTERMEDIARY PARTIES. CHECK BELOW IF APPLICABLE Check only if there Ointerested Party. VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. and my date of birth is (street) (city) (country) penalty of perjury that the foregoing is true and correct. County, State of _ (month) (vear) Signature of authorized agent of contracting business entity

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017 NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

ADD ADDITIONAL PAGES AS NECESSARY

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE



HD Supply Facilities Maintenance, Ltd. 3400 Cumberland Blvd SE Atlanta, GA 30339

To Whom It May Concern:

This letter will serve as verification that HD Supply Facilities Maintenance, Ltd. (EIN 52-2418852) is a wholly owned subsidiary of a publicly traded business entity and therefore exempt from filing the Texas Ethics Committee Form 1295. The amended law is in effect for contracts entered or amended on or after January 1, 2018.

The amended law states that a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, is exempt from filing this form.

HD Supply Facilities Maintenance, Ltd. is a wholly owned subsidiary of The Home Depot, Inc. which is publicly traded on the New York Stock Exchange under the ticker symbol "HD". Therefore, The Home Depot, Inc., and by extension HD Supply Facilities Maintenance, Ltd., are exempt from filing TEC Form 1295.

Ran Garver, Director of Compliance Date

6. MULTIPLE VENDOR AWARD.

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

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.

8. PAYMENT.

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

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

Invoices shall be submitted to:

Jefferson County Auditing Department Attention: Accounts Payable 1149 Pearl Street, 7th floor Beaumont, TX 77701.

9. 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.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations \$1,000,000 Excess Liability \$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

- 11.1.1 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.
- 11.1.2 **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.
- 11.1.3 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.
- 11.2 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.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract <u>refer to Section 10 above</u>.
- 11.4 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.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 11.5.1 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
 - 11.5.2 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.
- 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 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.
- 11.8 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.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 11.9.1 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.
 - 11.9.2 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.
 - 11.9.3 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.
 - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 11.9.4.2 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.
 - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 11.9.6 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
 - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1., with the certificates of coverage to be provided to the person for whom they are providing services.
- 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.
- 11.11 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.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.



CERTIFICATE OF LIABILITY INSURANCE

DAT@52M/DD/YYYY) 09/06/2023

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

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

this sertificate does not corner t	ights to the certificate floider iii lied of s	ucii elludisel	nenu(s).		
PRODUCER MARSH USA, LLC.	-	CONTACT NAME:	Marsh Certificate Cente	er	
TWO ALLIANCE CENTER		(A/C, No, Ext):		FAX (A/C, No):	
3560 LENOX ROAD, SUITE 2400 ATLANTA GA 30326		E-MAIL ADDRESS:	HDSupply.certrequest@	@marsh.com	
 			INSURER(S) AFFO	RDING COVERAGE	NAIC#
CN101983120-HDS-GAW-22-24	NAME: Marsh Cethler				
INSURED HD SUPPLY, INC.		INSURER B : Lib	erty Mutual Fire Insuranc	ce Company	23035
ATLANTA, GA 30326 CN101983120-HDS-GAW-22-24		INSURER C : LM	Insurance Corporation		33600
ATLANTA, GA 30339		INSURER D : Lib	erty Insurance Corporation	on	42404
		INSURER E :			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER:	ATL-0056432	242-01	REVISION NUMBER: 8	· · · · · · · · · · · · · · · · · · ·
THIS IS TO CERTIEN THAT THE DO	LICITE OF INCURANCE HETER RELOVALIA	VE DEEN LOOK	CD TO THE MOUR	ED MANGE ABOVE FOR THE	

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

INSR		TYPE OF INSURANCE	ADDL	SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	· · · · · · · · · · · · · · · · · · ·	
A	Х	COMMERCIAL GENERAL LIABILITY	Х	Х	MWZY 316721	03/01/2022	03/01/2025	EACH OCCURRENCE	s 1	,000,000
		CLAIMS-MADE X OCCUR	İ	İ				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1	,000,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$ 1	,000,000
	GE	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2	,000,000
	X	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG		,000,000
		OTHER:						Fire Damage (Any One	\$ 1	,000,000
В		TOMOBILE LIABILITY	Х	Х	AS2-651-294575-013	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 5	,000,000
	X						l	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY	i					PROPERTY DAMAGE (Per accident)	\$	
									\$	-
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
		DED RETENTION \$							\$	
		RKERS COMPENSATION EMPLOYERS' LIABILITY			WA5-65D-294575-023 (AOS)	03/01/2023	03/01/2024	X PER OTH-		
ן ט	ANY	PROPRIETOR/PARTNER/EXECUTIVE N	N/A		WA7-65D-294575-033 (MA)	03/01/2023	03/01/2024	E.L. EACH ACCIDENT	\$ 5	,000,000
~	(Mar	datory in NH)	,,,,,		WC5-651-294575-043 (MN,WI)	03/01/2023	03/01/2024	E.L. DISEASE - EA EMPLOYEE	\$ 5	,000,000
	n ye.	s, describe under CRIPTION OF OPERATIONS below		-				E.L. DISEASE - POLICY LIMIT	\$ 5,	,000,000
В	Exce	ess Auto Liability			TL2-651-294575-053	03/01/2023	03/01/2024	Per Occurrence	5	5,000,000
Α	Exce	ess General Liability			MWZX 316720	03/01/2022	03/01/2025	Per Occurrence/Aggregate	10	0,000,000
نــــــــــــــــــــــــــــــــــــــ										

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

JEFFERSON COUNTY IS INCLUDED AS ADDITIONAL INSURED IF REQUIRED BY WRITTEN CONTRACT ON THE ABOVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED. WAIVER OF SUBROGATION IS INCLUDED ON THE ABOVE SHOWN COVERAGES WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
JEFFERSON COUNTY PURCHASING DEPARTMENT 1149 PEARL STREET, 1ST FLOOR BEAUMONT, TX 77701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	March USALLC

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

			<u> </u>
AGENCY MARSH USA, LLC. POLICY NUMBER		NAMED INSURED HD SUPPLY, INC. 3400 CUMBERLAND BOULEVARD ATLANTA, GA 30339	
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, 25

FORM TITLE: Certificate of Liability Insurance FORM NUMBER: ___

EXCESS GENERAL LIABILITY AND EXCESS AUTO LIABILITY POLICIES ARE FOLLOW FORM.

*** HD SUPPLY INSUREDS***

HD Supply, Inc.

HD Supply Holdings, Inc.

HDS Canada Holdings, Inc.

HD Supply Canada, Inc.

HDS IP Halding, LLC

HD Supply Support Services, Inc.

HD Supply Facilities Maintenance, LP

HD Supply Facilities Maintenance, Ltd

HD Supply Management, LLC

The Home Depot Pro

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Only those persons or organizations where required by written contract executed prior to the accident or loss	The locations as specified in the written contracts
Information required to complete this Schedule, if not sho	wn above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

COMMERCIAL GENERAL LIABILITY CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Only those persons or organizations where required by written contract executed prior to the accident or loss	The locations as specified in the written contracts
Information required to complete this Schedule, if not	Phouse shows will be chown in the Declarations

Section II – Who Is An Insured Is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodlly injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Policy Number AS2-651-294575-013

Issued by Liberty Mutual Fire Insurance Co.

Named Insured HD Supply, Inc.

Effective Date: 03/01/2023 - 03/01/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED IF REQUIRED BY CONTRACT - SCHEDULED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to Section II - Covered Autos Liability Coverage:

A. Coverage

1. Who is An Insured

d. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" described in Paragraphs a. or b. above with regard to the ownership, maintenance or use of a covered "auto".

SCHEDULE

Name of Person or Organization:
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND BY A
A WRITTEN CONTRACT OR AGREEMENT TO PROVIDE ADDITIONAL INSURED STATUS
BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY
ARISING OUT OF THE USE OF A COVERED "AUTO".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Only those persons or organizations where required by written contract executed prior to the accident or loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Policy Number: AS2-651-294575-013 Issued by: Liberty Mutual Fire Insurance Co.

Issued to: HD Supply, Inc.

Effective Date: 03/01/2023 - 03/01/2024

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

Schedule

Premium: \$INCL

Name Of Person Or Organization: Person Or Organization: Where required by contract or writtten agreement prior to loss and allowed by law

The Transfer Of Rights Of Recovery Against Others To Us condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization listed in the schedule of this endorsement because of payments we make for injury or damage arising out or your operations of a covered auto. This waiver applies only to the person or organization listed in the schedule of this endorsement.

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 23-054/MR) Term Contract County	t for Catalog Pricing for Janitorial Supplies for Jeffers
Bidder's Company/Business Name: HD Supply Facil	lities Maintenance, Ltd.
Bidder's TAX ID Number: 52-2418852	-14-1-
If Applicable: HUB Vendor No.	DBE Vendor No
Contact Person: Mitch Owens	Title: Field Account Representative
Phone Number (with area code): 409-540-0654	
Alternate Phone Number if available (with area code)):
Fax Number (with area code):	
Email Address: Mitchell.Owens@hdsupply.com	
Mailing Address (Please provide a physical address fo	r bid bond return, if applicable):
701 San Marco Blvd.	
Address	
Jacksonville, FL 32207	
City State 7in Code	

REQUIRED FORM

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffcotx.us. Please reference Bid Number: IFB 23-054/MR.

SCOPE OF PROJECT:

Jefferson County is asking for sealed bids for a catalog discount on the purchase or janitorial supplies for a year with an option to renew for four (4) additional one (1) year terms. All bids must be submitted on the Bid Sheets provided. **DO NOT BIND OR STAPLE BID PACKET**.

It is likely that multiple awards will be made with this bid.

Specifications are for unknown quantities of items to be purchased on an "as needed" basis.

One () current catalog shall be included with this bid. Upon award of contract you will be asked to supply one (1) catalog to Jefferson County departments.

The successful vendor must agree to mark shipments and invoices with a purchase order number. Shipment must be delivered prepaid to the Jefferson County location indicated on the purchase order, unless otherwise specified. Packing lists are to accompany the shipment in a container/carton properly marked as PACKING LIST for distribution to the county with the material.

The successful bidder shall agree that all items shipped in error, such as incorrect colors, etc., will be returned by freight collect and the items will be replaced at no extra cost. Notification of concealed shortages reported by the county are to be accepted by the vendor and items reshipped at no cost to the county. No charge packing list marked with the applicable purchase order number shall be enclosed with each "no charge" shipment.

Based on a review of recent past fiscal years, Jefferson County spends approximately \$275,000.00 per fiscal year on janitorial equipment and supplies.

No Guarantee Annual Volume

This is an "open catalog" bid for purchase as funds become available, however, there is no commitment to purchase any given number of products.

Catalog Requirements

Bidder must provide free of charge to the county and county departments one (1) bound catalog or bound price lists for use in product selection within twenty (20) days after bid is awarded. These bound documents must be clearly labeled on front cover with the name of said bid and beginning and ending contract dates.

Delivery

The County desires to purchase its janitorial products from established merchants who have goods in stock, and are prepared to make delivery within 48 hours. All delivery and freight charges (F.O.B. Jefferson County various locations listed below) are to be included in bid price. The County reserves the right to change, add, or delete locations. Bidder bears freight charges.

Maintenance Department – Courthouse 1149 Pearl – Basement Beaumont, Texas 77701 Contact: Greg Keller, 409-835-8511

Maintenance Department – Subcourthouse 525 Lakeshore Drive Port Arthur, Texas 77640 Contact: Kenneth Shepherd, 409-983-8307

Correctional Facility 5030 Hwy. 69 South Beaumont, Texas 77705

Contact: Captain Kenneth Harrell, 409-726-2555

Road & Bridge Precinct #1 2205 Hwy. 90 China, Texas 77613

Contact: Paul Truax, 409-434-5430

Road & Bridge Precinct #2 7759 Viterbo Road Beaumont, Texas 77705

Contact: Mike Trahan, 409-719-5950

Road & Bridge Precinct #3 5700 Jade Avenue Port Arthur, Texas 77640

Contact: Jeffery Collins, 409-736-2851

Road & Bridge Precinct #4 7780 Boyt Road Beaumont, Texas 77713

Contact: Derrick Newman, 409-434-5400

Crime Laboratory 5030 Hwy. 69 South, Suite 500 Beaumont, Texas 77705

Contact: Emily Esquivel, 409-726-2577

Jack Brooks Regional Airport 5000 Jerry Ware Dr, Suite 100 Beaumont, Texas 77705 Contact: Duke Youmans, 409-719-4900

Juvenile Probation 5326 Hwy. 69 South Beaumont, Texas 77705 Contact: Chief Ed Cockrell, 409-722-7474

Mid-County Office Building 7933 Viterbo Road Beaumont, Texas 77705 Contact: Bobby Kelly, 409-719-5950

Mosquito Control District 8905 First Street Beaumont, Texas 77705 Contact: Denise Marcel, 409-719-5940

Vendor Profile Information Form

Please answer the following in order to provide a profile of the vendor's capabilities to provide and deliver bid items.

	Company Name:	HD Supply Facilities Maintenance, Ltd.		_
	Address:	701 San Marco Blvd.		
		Jacksonville, FL 32207		
	Telephone:	409-540-0654 Mitch Owens E-mail: mitche	ell.owens@	hdsupply.com
2.	List offices closest to	Beaumont.		
	Name:	HD Supply		
	Address:	6356 Clara Rd		
		Houston Tx 77041		
3.	How long has your coexisting name?	ompany done business in Southeast Texas under its	19	_ years
4.	If the company does meet the county's ne	not have a local office in Southeast Texas, how does the eds?	bidder pro	pose to
	N/A			
	1071		·	
			-	
5.		personnel who can visit the county when information	Yes ☑	No 🗆
	Does the bidder have may be needed or pro	personnel who can visit the county when information	Yes ☑ Yes ☑	No □
5.	Does the bidder have may be needed or pro	personnel who can visit the county when information oblems resolved? de one (1) catalog or price list to each department?		

Vendor Profile Information Form (Continued)

7.	Do you have a fax machine for electronic communication purposes with your customers?	Yes □	No ☑
8.	Do you accept purchase orders via email?	Yes ☑	No □
9.	Do you have a toll-free telephone number for use by your customers?	Yes ☑	No □
10.	Are there any limitations in your ability to receive and deliver purchases to the county and departments within 48 hours?	Yes □	No ☑
	If yes, please explain:		

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.

and act if

The undersigned hereby states, under penalty of percomplete, and states that he/she has the authority to accepted by Jefferson County.	erjury, that all information provided is true, accurate, to submit this bid, which will result in a binding contra
We acknowledge receipt of the following amendmen	rt(s): <u>1 2</u>
I certify, under penalty of perjury, that I have the le	gal authorization to bind the firm hereunder:
HD Supply Facilities Maintenance, Ltd. Company Name	For clarification of this offer, contact:
701 San Marco Blvd.	Ran Garver, Director of Compliance
Address	Name & Title
Jacksonville, FL 32207	904.421.1400 X114790
City State Zip	Phone Fax
	Bids-RFP@homedepot.com
Signature of Person-Authorized to Sign	E-mail
Ran Garver	
Printed Name	
Director of Compliance	
Title	

REQUIRED FORM

ACCEPTANCE OF OFFER

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

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

This contract shall henceforth be referred to as Contract No. IFB 23-054/MR, Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:	
Jeff R. Branick, County Judge JEFFERSON COUNTY, TEXAS	Date
ATTEST:	
Roxanne Acosta Hellberg, County Clerk	Date

BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:

IFB 23-054/MR

IFB TITLE:

Term Contract for Catalog Pricing for Janitorial Supplies for

Jefferson County

IFB DUE BY:

11:00 am CT, Wednesday, September 20, 2023

ADDENDUM NO.: 1

ISSUED (DATE):

August 28, 2023

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 bids to have been proffered in recognition and consideration of the entire IFB Specifications 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 bid submission. If the bid submission 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 IFB Opening Date and Time, as stated above.**



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

1. Question: I do not see a list of the desired supplies. If there isn't, would you inform me if funding would be available for disposable gloves within this solicitation? If so, please provide any information on type of gloves used, annual usage, or frequency, etc. Not sure if only chemicals are being sought out in this solicitation.

Answer: There is not a list of desired supplies. This Invitation for Bid is just for a discounted rate on your catalog pricing for janitorial supplies. This would include disposable gloves. The type and usage would be determined by the department at time of purchase based on the catalog pricing you submit.



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:

IFB 23-054/MR

IFB TITLE:

Term Contract for Catalog Pricing for Janitorial Supplies for

Jefferson County

IFB DUE BY:

11:00 am CT, Wednesday, September 20, 2023

ADDENDUM NO.: 2

ISSUED (DATE):

September 13, 2023

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 bids to have been proffered in recognition and consideration of the entire IFB Specifications 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 bid submission. If the bid submission 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 IFB Opening Date and Time, as stated above.**

stated above.		
Reason for Issuance of this Addendum: Questions		
The information included herein is hereby incommatter and supersedes any conflicting docum	corporated into the documents of this present bid nents or portion thereof previously issued.	
Receipt of this Addendum is hereby acknowle ATTEST: Witness Mary E. Rejutz Notary, State of Florida	Authorized Signature (Respondent) Ran Garver, Director of Compliance	
Witness	Title of Person Signing Above HD Supply Facilities Maintenance, Ltd. Typed Name of Business or Individual	
Approved by Date:	701 San Marco Blvd. Jacksonville, FL 32207 Address	



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

1. Question: We don't print a catalog. Everything w have available is on our website. Is that a suitable replacement for a catalog?

Answer: Yes.

BID FORM

CATALOG DISCOUNT: Flat rate of discount you will allow from your current catalog w the below noted exceptions:	ith
	%
Comments:	
PRICE LIST DISCOUNTS: Flat rate of discount you will allow from your price list with the exceptions:	e below noted
	10%
Comments:	
SHELF PRICE DISCOUNTS: Flat rate of discount you will allow from your shelf price wit exceptions:	h the below noted
	%
Comments:	
EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS	i

Dated Purchase Orders

The bidder shall be required to honor all purchase orders dated prior to the contract expiration date if received by the bidder within fifteen (15) days following the date of expiration.

Questions concerning the terms and conditions will be directed in writing to the County's purchasing department for receipt no later 5:00 pm, Friday, September 8, 2023. Inquiries must reference the date of "bid opening." Having carefully examined the Specific Terms and Conditions, Specifications and Bid Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

Signature:

Date: 9/6/2023

Typed Name: Ran Garver, Director of Compliance

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

PAGE 45 OF 61



3400 Cumberland Boulevard Atlanta, Georgia 30339

In lieu of our catalog/price list, please see our e-commerce website www.supplyworks.com.

I understand that the bid proposal submitted incorporates all of the requirements contained in the Bid Packet and our company is in a position to comply with same.

HD Supply Facilities Maintenance, Ltd. Company: Mitch Owens 409-540-0654 Sales Contact: Phone: 701 San Marco Blvd. Jacksonville, FL 32207 Address: Phone No.: 409-540-0654 Fax No: mitchell.owens@hdsupply.com E-mail: 52-2418852 Employee Identification Number: Ran Garver Authorized Signature: **Director of Compliance**

REQUIRED FORM

VENDOR REFERENCES FORM

Bidder: 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.

REFERENCE ONE			
Government/Company Name: Beaumont ISD			
Address: 1650 Caldwell, Beaumont TX 77708			
Contact Person and Title: Allen Devault			
Phone: 409-617-5650 Fax:			
Email Address: adevaul@bmtisd.com Contract Period: 2020 to current			
Scope of Work: Full spectrum of janitorial supplies and maintenance products.			
REFERENCE TWO			
Government/Company Name: Jasper ISD			
Address: 136 S. Main St Jaspe, Texas 75951			
Contact Person and Title: Carl Hubbard			
Phone: 409-383-8070 Fax:			
Email Address: chubbard@jasperisd.net Contract Period: 1999 to current			
Scope of Work: Full spectrum of janitorial supplies and maintenance products.			
REFERENCE THREE			
Government/Company Name: Sanserve Janitorial			
Address: 4605 Washington Blvd Beaumont, Texas 77707			
Contact Person and Title: Mary Gerac			
Phone: <u>409-842-5504</u> Fax:			
Email Address: mary@sanserve.net Contract Period: 1999 to current			
Scope of Work: Full spectrum of janitorial supplies.			

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.

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.

Ran Garver

September 6, 2023

Print Name

Date Signed

Fax Number

HD Supply Facilities	Maintenance,	Ltd.
Diddor (Entity Name)		

Bidder (Entity Name)

701 San Marco Blvd.

Street & Mailing Address

Jacksonville, FL 32207

City, State & Zip

904.421.1400 X114790

Telephone Number

Bids-RFP@homedepot.com

E-mail Address

REQUIRED FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Ran Garver, Director of Compliance

Name and Title of Contractor's Authorized Official (Please Print)

September 6, 2023

Date

REQUIRED FORM

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ	
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY	1
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received	text he
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.		
A vendor commits an offense if the vendor knowingly violates Section 176,006, Local Government Code. An offense under this section is a misdemeanor.		
Name of vendor who has a business relationship with local governmental entity.		
N/A		
Check this box if you are filling an update to a previously filed questionnaire.		
(The law requires that you file an updated completed questionnaire with the application later than the 7th business day after the date on which you became aware that the original incomplete or inaccurate.)	ropriate filing authority not inally filed questionnaire was	:
Name of local government officer about whom the information in this section is being disci	osed.	
N/A		
Name of Officer		
This section (item 3 including subparts A, B, C, & D) must be completed for each officer we employment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.	rith whom the vendor has an ment Code. Atlach additional	
A. Is the local government officer named in this section receiving or likely to receive taxable in income, from the vendor?	ncome, other than investment	
Yes No N/A		
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the loc	or at the direction of the local al governmental entity?	
Yes No N/A	!	
C. Is the filer of this questionnaire employed by a corporation or other business entity wit government officer serves es an officer or director, or holds an ownership interest of one perc	h respect to which the local ent or more?	
Yes No N/A		
D. Describe each employment or business and family relationship with the local government	officer named in this section.	
9/6/20:	23	
Signature of vendor doing business with the governmental entity Ran Garver, Director of Compliance	ate	

Adopted 8/7/2015

REQUIRED FORM



LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

1	LOCAL GOVERNMEN CONFLICTS DISCLOS		FORM CIS
7	nis questionnairo reflects changes mai	de to the law by H.B. 23, B4th Leg., Regular Session.	OFFICE USE ONLY
g		local governmental entity that the following local e of facts that require the officer to file this statement I Government Code.	Date Received
1	Name of Local Government Office	*	
2	Office Held		
3	Name of vendor described by Sec	tions 176.001(7) and 176.003(a), Local Government	Code
4	Description of the nature and exte	nt of employment or other business relationship wi	th vendor named in Item 3
5	List gifts accepted by the local go from vendor named in item 3 exce	vernment officer and any family member, if aggreg eds \$100 during the 12-month period described by	ate value of the gifts accepted Section 176.003(a)(2)(B).
	Date Gift Accepted	Description of Gift	
	Date Gift Accepted	Description of Gift	
	Date Gift Accepted	Description of Gift	
		(attach additional forms as necessary)	
6	AFFIDAVIT	I swear under penalty of perjury that the above statement is that the disclosure applies to each family member (as defin Government Code) of this local government officer. I also covers the 12-month period described by Section 176.003(a	ned by Section 176.001(2), Local acknowledge that this statement
		Signature of Local C	Government Officer
	AFFIX NOTARY STAMP / SEAL ABOV	rië	
	Sworn to and subscribed before me, by the		, this the day
	. 20, to c	ertify which, witness my hand and seal of office.	
	Signature of officer administering oath	Printed name of officer administering cath T	itle of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

Bidder ir	ntends to u No	tilize	Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
opportus Contract minimur exceed t	nities, the :or/Consult n efforts th :he goals o	follo ant, nat sh f HUI	to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting by the Prime owing checklist and supporting documentation shall be completed by the Prime and returned with the Prime Contractor/ Consultant's bid. This list contains the nould be put forth by the Prime Contractor/Consultant when attempting to achieve or B Subcontractor participation. The Prime Contractor/Consultant may extend his/her Subcontractor participation beyond what is listed below.
		Di	d 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.
H	f "No" was If	selec nece	ested, please explain and include any pertinent documentation with your bid. ssary, please use a separate sheet to answer the above questions.
Ran G		1	
Printe	ed Name of A	tutno	rized Representative Signature
Directo	or of Cor	npli Title	
Bidder:		mple	ete this form submission. (NOTE: DELIVERY OF PRODUCT ONLY)



NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Bidder intends to utilize Subcontractors/S Yes X No	ubconsultants i	n the fulfillment	t of this cont	ract (if awarded).
Instructions for Prime Contractor/Consult below may be submitted after contract a	ant: Bidder sha ward, but prior	all submit this fo to beginning po	orm with the erformance	e bid; however, the information on the contract.
Please submit one form for each HUB S conditions of your contract.	Subcontractor/S	ubconsultant w	vith proper	signatures, per the terms and
Contractor Name:				_ HUB: ☐ Yes ☐ No
Address:				
Street	City	State	Zip	
Phone (with area code):	<u> </u>	Fax (with	area code): _	
Project Title & No.:				
Prime Contract Amount: \$			·	
HUB Subcontractor Name:		· · ·		
· · · · · · · · · · · · · · · · · · ·				
•	it commi. 🗀 jen	lerson County L	TX Unified Ce	ertification Prog.
Address: Street	City	State	Zip	
Phone (with area code):		Fax (with	area code): _	
Proposed Subcontract Amount: \$		Percent	age of Prime (Contract: %
Description of Subcontract Work to be Performe	d:			
Printed Name of Contractor Representative	Signat	ure of Representativ	/e	Date
Printed Name of HUB	Signat	ure of Representativ	/e	Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties. Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

		PAG	E 1 OF 4			
Bidder intends to Yes 🔽 No	utilize Subcontractors	s/Subconsultants i	in the fulfillm	ent of this con	tract (if awarde	d).
Prime Contractor:			···		HUB: ☐ Ye	s 🗌 No
HUB Status (Gender	r & Ethnicity):					
Address:						
	Street	City	State	Zip		
Phone (with area co	ode):	··	Fax (w	vith area code):		
Project Title & No.:				IFB/RFP No.:		
Total Contract:	\$		Total HUB S			
	oals: 12.8% MBE::		%	12.6% WBE:	<u>-</u>	%
OR HUB OFFICE USE OF	Sub-goals: 1.7 African-Am NLY: Program Office reviewed and	Use these goals as	s a guide to dive			
OR HUB OFFICE USE OF Verification date HUB	NLY:	Use these goals as	s a guide to dive	ersify.		
OR HUB OFFICE USE OF Verification date HUB	NLY: Program Office reviewed and ONTRACTOR DISCLOSU	Use these goals as	s a guide to dive	Printer	Initials:	
FOR HUB OFFICE USE OF Verification date HUB	NLY: Program Office reviewed and DNTRACTOR DISCLOSU Name:	Use these goals as	s a guide to dive	Date:	Initials:	
OR HUB OFFICE USE OF Verification date HUB PART I. HUB SUBCO HUB Subcontractor I HUB Status (Gender	NLY: Program Office reviewed and DNTRACTOR DISCLOSU Name:	Use these goals as	s a guide to dive	Date:	Initials:	
Verification date HUB PART I. HUB SUBCO HUB Subcontractor I HUB Status (Gender ertifying Agency:	NLY: Program Office reviewed and DNTRACTOR DISCLOSU Name: & Ethnicity):	Use these goals as	s a guide to dive	Date:	Initials:	
PART I. HUB SUBCO HUB Subcontractor I HUB Status (Gender	NLY: Program Office reviewed and DNTRACTOR DISCLOSU Name: & Ethnicity):	Use these goals as	s a guide to dive	Date:	Initials:	
Verification date HUB PART I. HUB SUBCO HUB Subcontractor II HUB Status (Gender Partifying Agency: Address:	NLY: Program Office reviewed and DNTRACTOR DISCLOSU Name: & Ethnicity): Texas Bldg & Procu	Use these goals as diverified HUB Sub Info	Texas Unified	Certification Pro	Initials:	
Verification date HUB VART I. HUB SUBCO HUB Subcontractor I HUB Status (Gender Fertifying Agency: Address: Contact person:	NLY: Program Office reviewed and DNTRACTOR DISCLOSU Name: & Ethnicity): Texas Bldg & Procu	Use these goals as diverified HUB Sub info	Texas Unified State	Certification Pro	Initials:	
PART I. HUB SUBCO	NLY: Program Office reviewed and DNTRACTOR DISCLOSU Name: & Ethnicity): Texas Bldg & Procu Street	Use these goals as diverified HUB Sub info	Texas Unified State Title	Certification Pro	Initials:	

(NOTE: DELIVERY OF PRODUCT ONLY.)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PART II: STATEMENT OF NON-COMPLIA		E3 OF 4 MEETING HUB	SUBCONTRACTIN	G GOALS	
Instructions to Bidder: Please complete G	ood Faith Effor	t (GFE) Checklist	and attach any sup	porting do	cumentation.
Our firm was unable to meet the HUB goa	ıls for this proje	ct for the followi	ing reasons:		
All Subcontractors to be utilizedHUBs were solicited but did not not not not not not not not not not		" (Complete Part	III)		
HUBs solicited were not competi	•				
HUBs were unavailable for the fo		:			
Other:					
Was the Jefferson County HUB Office conta	acted for assista	nce in lo c ating HU	JBs?	Yes	□ No
PART III: DISCLOSURE OF OTHER "NON-	-HUB" SUBCO	NTRACTS			· · · · · · · · · · · · · · · · · · ·
The Bidder shall use this area to provide a I under this project. A list of those "Non-HUB the Purchasing Office not later than five (5) of those "Non-HUB" Subcontractors that a selection.	3" Subcontractor calendar days aft	s the Bidder selecter cer being notified	cts, after bid submiss that Bidder is the ap	sion, shall l	be provided to Bidder. A list
Subcontractor Name:					
Address:					
Street	City	State	Zip		
Contact person:		Title: _			
Phone (with area code):		Fax (with a	irea code):		
Proposed Subcontract Amount: \$			age of Prime Contract:		
Description of Subcontract Work to be Performe	ed:				
		7			
Subcontractor Name:					
Address:					
Street	City	State	Zip		
Contact person:		T itl e: _			
Phone (with area code):		Fax (with a	rea code):		
Proposed Subcontract Amount: \$		Percenta	age of Prime Contract:		%%
Description of Subcontract Work to be Performed	d:				
					 .
REQUIRED FORM Bidder: Please complete this form					

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 Perform	med:		
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:	<u>%</u>
Description of Subcontract Work to be Perform	med:		
			<u>_</u>
this form, and attached any necessary sup	port documentation	s and Information, truthfully completed all apports as required. I fully understand that intential acontract award or termination of any resulti	onally falsifying
Name (print or type):			
Title			
Signature:			
Date:			
E-mail address:			
Contact person that will be in charge of inv	oicing for this proje	ect:	
Name (print or type):			
Title:		REQUIRED FORM	95-4
Date:		Bidder: Please com	plete this form
E-mail address:		and include with bi	d submission.

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) "Non-resident 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 o	of Texa	s as	defined	ir
Government Code §2252.001.									

I certify that HD Supply Facilities Maintenance, Ltd. [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Atlanta GA (city and state).

Taxpayer Identification Number (T.I.N.): Company Name submitting bid/proposal:		52-2418852
		HD Supply Facilities Maintenance, Ltd.
Mailing address:	701 San Marco B	lvd. Jacksonville, FL 32207
	<u> </u>	lvd. Jacksonville, FL 32207 resses of any partnership of which you are a general p

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

Jefferson County Tax Acct. No.*	Property address or location**
N/A	

- * 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.

REQUIRED FORM

I, Ran Garver, Director of Compliance,	the	undersigned	representative	of	(company	or	business
name) HD Supply Facilities Mainte	nanc	e, Ltd.	<u> </u>				neretofore
referred to as company) being an adult o	ver th	e age of eighte	en (18) years of a	ge, af	ter being du	lv sw	orn by the
undersigned notary, do hereby depose	and	verify under o	ath that the com	pany	named abo	, ove, i	under the
provisions of Subtitle F, Title 10, Governr						,	

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

September 6, 2023

Date

On this 6th day of September , 2023 , personally appeared

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

Notary Seal

Notary Signature Mary E. Reiutz

September 6, 2023

Date

Notary Public State of Florida MARY E REIUTZ My Commission GG 975735 Expires 04/05/2024

REQUIRED FORM

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

HD Supply Facilities Maintenance, Ltd.
Company Name
IFB 23-054
IFB/RFP/RFQ number
Certification check performed by:
Purchasing Representative
Date

THIS FORM IS FOR OFFICE USE ONLY

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 FLORIDA COUNT	Y OF_DUVAL
BEFORE ME, the undersigned authority, a Notary Publi	c in and for the State of <u>FLORIDA</u>
on this day personally appeared Ran Garver (nam	, who
after being by me duly sworn, did depose and say:	-,
"I, Ran Garver (name)	am a duly authorized officer of/agent
for <u>HD Supply Facilities Maintenance</u> , <u>Ltd</u> and h (name of firm)	
foregoing on behalf of the said HD Supply Facilities (name of firm)	s iviaintenance, Ltd.
or persons engaged in the same line of business prior to the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or vices/commodities bid on, or to influence any person or
701 San Marco Blvd. Jacksonville, FL 32207	
Fax: Tele	phone# 904.421.1400 X114790
(print name)	le: <u>Director of Compliance</u>
Signature:	
SUBSCRIBED AND SWORN to before me by the above-n	amed
Ran Garver, Director of Compliance	on
this the 6th day of September	20 <u>23</u> . 10. Rejutz Mary E. Rejutz
bloder: Please complete this form	ublic in and for
and include with bid submission.	e of FLORIDA. Notary Public State of Florida MARY E REIUTZ



3400 Cumberland Boulevard Atlanta, Georgia 30339

Legal

Dan S. McDevitt General Counsel & Corporate Secretary Direct Dial: (770) 852-9310 Fax: (855) 232-0571

Email: Dan.McDevitt@hdsupply.com

August 16, 2023

To Whom It May Concern,

I certify that Ran Garver, Director of Compliance, has delegated authority to sign on behalf of the limited partnership with respects to bids and contracts.

Sincerely,

Dan S. McDevitt

VP, General Counsel & Corporate Secretary

HD Supply Management, LLC, General Partner of

HD Supply Facilities Maintenance, Ltd.

Dan Sm. Lenett



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

LEGAL NOTICE Advertisement for Invitation for Bids

August 15, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County. Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy 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 Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:

Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

BID NUMBER:

IFB 23-054/MR

DUE BY TIME/DATE:

11:00 AM CT, Wednesday, September 20, 2023

MAIL OR DELIVER TO:

Jefferson County Purchasing Department

1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

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

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Pittim rum-

Deborah L. Clark, Purchasing Agent Jefferson County, Texas **PUBLISH:**

Beaumont Enterprise:

August 16, 2023 & August 23, 2023

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.lcswaco.com
bids@lcswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

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BID SUBMISSIONS:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

ICS JAIL SUPPLIES, INC.

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SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

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 BID PRIOR TO 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 BID AFTER 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.

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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 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.

1.1S 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

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required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder <u>must</u> clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

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

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 office working hours of 8:00 am CT to 4:00 pm CT, 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.

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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

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accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

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 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

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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.

4.3 PRICE RE-DETERIMINATION.

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.

4.4 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.

4.5 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.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

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vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 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.

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 **VENUE.**

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. 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 <u>90</u> days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the

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Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

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 non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

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.

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

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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.

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 AN/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.

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• 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.

21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

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

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[&]quot;Contractor" - The Bidder whose proposal is accepted by Jefferson County.

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. *Language as of August 31, 2022.

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, or national origin. Such action shall include, b	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

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PAGE 12 d**C& JAIL SUPPLIES, INC.** P.O. Box 21056

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www.icawaco.com

blds@lcswace.com FEID # 27-1494351 GSA Contract # GS 07F-0552U BuyBoard Contract Helder 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. The Contractor 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) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.
- (5) The 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.
- (6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract 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.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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 a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor 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 interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.

>\$2,000

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions

2 CFR 200 APPENDIX II (D)

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	Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance 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 each Contractor or subrecipient 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 non-Federal entity must report all suspected or	
>\$100,000	reported violations to the Federal awarding agency. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 must be required to 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to 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).	2 CFR 200 APPENDIX II (G)

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>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200
	Sec 2 CFR 5200 246	APPENDIX II (J) 2 CFR 200
	See 2 CFR §200.216.	APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000 ,	\$135.38 Section 3 clause All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the parting regulations.	
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C. The Contractor agrees to send to each labor organization or representative
of workers with which the Contractor has a collective bargaining agreement or
other understanding, if any, a notice advising the labor organization or workers'
representative of the Contractor's commitments under this section 3 clause,
and will post copies of the notice in conspicuous places at the work site where
both employees and applicants for training and employment positions can see
the notice. The notice shall describe the section 3 preference, shall set forth
minimum number and job titles subject to hire, availability of apprenticeship
and training positions, the qualifications for each; and the name and location of
the person(s) taking applications for each of the positions; and the anticipated
date the work shall begin.

- D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

None

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered

2 CFR 200.216

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

PAGIGS JALL: SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

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	telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 , section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232 , section 889,	
	subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.	
	(c) See Public Law 115-232, section 889 for additional information.	
	(d) See also § 200.471.	
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:	2 CFR
None	(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.	200.322(a)(b)(1) (2)
	(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

PAGE 18 OF 61 AIL SUPPLIES, INC.
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		<u> </u>
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's businesses, and women's businesses, and women's businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using 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; and (6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.	2 CFR 200.334

(iFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

PAGE 19 OKAS JAIL SUPPLIES, INC.
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	 (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted far negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. 	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration. PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain	Texas Governmen Code 2252.152
>\$100,000	solicitations and contracts. Section 2271.002 of the Texas Government Code states the following: (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:	Texas Governmen Code 2271.002

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

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	(1) does not boycott israel; and	
	(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

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BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor <u>ICS JAIL SUPPLIES</u>, <u>INC.</u> certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Commettactor's Authorized Official

Name and Title of Contractor's Authorized Official

09/18/2023

Date

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

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DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor <u>ICS JAL SUPPLIES</u>, <u>INC</u>. certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

09/18/2023

Date

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REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, 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. The Contractor 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) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.
- 5) The 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.
- 6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract 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.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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:

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CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor 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 interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

09/18/2023

Date

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REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions <u>supersede</u> General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet, in its entirety.

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

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

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

<u>BID PACKAGING</u>: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, September 20, 2023.

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.

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

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

<u>COURTHOUSE SECURITY</u>: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals 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.

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In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2023):

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	New Year's

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 IFB 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 Statements of Qualifications 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.

PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves**, **Assistant Purchasing Agent** at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: <u>deb.clark@jeffcotx.us</u>.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, September 8, 2023.

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are <u>required</u> 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

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may <u>initially</u> accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) <u>prior</u> to the award and/or execution of an agreement or contract for the project.

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ICS JAIL SUPPLIES INC

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ALERTI This entity is only available FOR OFFICIAL USE ONLY.

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Phone: 800-524-5427 Fax: 254-751-0299

www.icawaco.com bids@lcswaco.com FEID # 27-1494351 GSA Contract # GS 07F-0552U

BuyBoard Contract Holder

Unique Entity ID DV1LCZ6TSNW5

Physical Address

5804 Franklin AVE

CAGE / NÇAGE

3N7YB

Purpose of Registration

All Awards

Registration Status **Active Registration**

Expiration Date May 30, 2024

Mailing Address

PO Box 21056

Waco, Texas 76710-6938

Waco, Texas 76702-1056

United States

United States

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Doing Business as

Division Name

Division Number

(blank)

(blank)

(blank)

Congressional District

State / Country of Incorporation

URL

Texas 17

Texas / United States

http://www.icswaco.com

Registration Dates

Activation Date

Submission Date

Initial Registration Date

Jun 2, 2023

May 31, 2023

Dec 29, 2003

Entity Dates

Entity Start Date

Fiscal Year End Close Date

May 15, 1985

Dec 31

Immediate Owner

CAGE

Legal Business Name

(blank)

(blank)

Highest Level Owner

CAGE

Legal Business Name

(blank) (blank)

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R, 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

No

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

321

Active Exclusions Records?

Waco, TX 76702-1058

Phone: 800-524-5427 Fax: 254-751-0299

www.icswaco.com

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

GSA Contract # GS 07F-0552U

No

No

BuyBoard Contract Holder

Business Types

Entity Structure

Entity Type

Organization Factors

Corporate Entity (Not Tax Exempt)

Business or Organization

Manufacturer of Goods Subchapter S Corporation

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-3 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial information - * Accepts Credit Card Payments

Debt Subject To Offset

Yes

No

EFT Indicator

CAGE Code

0000

3N7Y8

Electronic Funds Transfer

Account Type

Routing Number

Lock Box Number

Checking

*****3245

(blank)

Financial Institution

Account Number

FIRST NATIONAL BANK OF CENTRAL TX

*****431

Automated Clearing House

Phone (U.S.)

Email

Phone (non-U.S.)

2547503210

(blank)

(blank)

Fax (blank)

Remittance Address

ICS JAIL SUPPLIES, INC

PO Box 21056

Waco, Texas 76702

United States

Tax payer intermition

EIN

Type of Tax

Applicable Federal Tax

Taxpayer Name

Tax Year (Most Recent Tax Year)

Name/Title of Individual Executing Consent

ICS JAIL SUPPLIES INC

2022

*****4351

President

TIN Consent Date May 31, 2023

Address

Signature

5804 Franklin AVE Waco, Texas 76710 T WYATT BOGAN

Points of Contact

Accounts Receivable POC

8

Sep 06, 2023 06:56:37 PM GMT https://sam.gov/entity/DV11.CZ6TSNW5/coreData?status=Active

Page 2 of 4

SONYA STERLING, Associate Director of

Operations ar@icswaco.com 8005245427 ICS JAIL SUPPLIES, INC322

P.O. Box 21056 Waco, TX 76702-1056 Phone: 800-524-5427 Fax; 254-751-0299

Electronic Business

2

Eryn E Putman, Associate Director of Sales sales403@icswaco.com

8005245427

PO Box 21056 Waco, Texas 76702 United States www.icswaco.com bids@icswaco.com FEID # 27-1494351 GSA Contract # GS 07F-0552U BuyBoard Contract Holder

SONYA STERLING, Associate Director of

Operations

sales@icswaco.com 8005245427 P O Box 21056 Waco, Texas 76702 United States

Government Business

Ò.

Eryn E Putman, Associate Director of Sales sales403@icswaco.com 8005245427

0003243427

SONYA STERLING, Associate Director of

Operations

sales@icswaco.com 8005245427 PO Box 21056 Waco, Texas 76702 United States

P O Box 21056 Waco, Texas 76702 United States

Past Performance

2

Eryn E Putman, Contract Accounts Manager sales@icswaco.com

8005245427

SONYA STERLING, Associate Director of

Service Classifications 2.2.4.25

Operations

sales@icswaco.com

8005245427

P O Box 21056

Waco, Texas 76702 United States

P O Box 21056 Waco, Texas 76702 United States

NAICS Codes

Primary **Yes** NAICS Codes

424350

315250

315990

332999

337910

423220

423450

424210

424310

424340

812331

NAICS Title

Clothing And Clothing Accessories Merchant Wholesalers

Cut And Sew Apparel Manufacturing (Except Contractors)

Apparel Accessories And Other Apparel Manufacturing

Apparer Accessories And Other Apparer manufacturing

Mattress Manufacturing

Home Furnishing Merchant Wholesalers

Medical, Dental, And Hospital Equipment And Supplies Merchant

All Other Miscellaneous Fabricated Metal Product Manufacturing

Wholesalers

Drugs And Druggists' Sundries Merchant Wholesalers

Piece Goods, Notions, And Other Dry Goods Merchant Wholesalers

Footwear Merchant Wholesalers

Linen Supply

IGT Size Metrics

Annual Revenue (from all iGTs) (blank)

Size Metrics

Worldwide 323 Annual Receipts (in accordance with 13 CFR 121) Number of Employees (in accordance with 13 CFR 121) \$12,621,789.00 Location Annual Receipts (in accordance with 13 CFR 121) Number of Employees (in accordance with 13 CFR 121) (blank) Industry-Specific Barrels Capacity Megawatt Hours **Total Assets** (blank) (blank) (blank) Electronic Paterinterchange (EDI) Information This entity did not enter the EDI information

This entity does not appear in the disaster response registry.

Disastiri Responses

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.lcswaco.com
bids@lcswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

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 <u>hard copy</u> (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department <u>with bid submission</u>.

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

A sample of a completed FORM 1295 is included on PAGE 30.

FORM 1295 Implementation Background:

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, <u>replaces the notary requirement</u> 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."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

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 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

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

ICS JAIL SUPPLIES, INC.
PAGE 29 OF 61 P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
blds@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMF FORM 1295 IS TO BE PRINTED, COMPL	ETED, SIGNED, AND SUBMITTE	D WITH BID/PROI	POSAL/AGRE	EMENT/CONTRACT.
JEFFERSON COUNTY WILL CONFIRM R				
CERTIFICATE OF INTE	RESTED PARTIES			FORM 1295
(Silvate Lander) (1974) Addition of the Silvate and All distribution of the Silvate by the complete question for the Silvate between the Silvate by the Silv	an in an ann an an an an an an an an an an a	l godinas vera vanadas, ki kinas se kripera ser pra amini kina kripera sa sasas.	OFFI	CEUSEONLY
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6		arties.		
Name of business entity filing form, entity's place of business.	and the city, state and country	of the business		2:10
VENDOR: ENTER YOUR BUSINESS NAM	ME, CITY, STATE, AND COUNTR	у неяе		1/1
 Name of governmental entity or state which the form is being filed. 	te agency that is a party to the	contract for	,	Jekile
JEFFERSON COUNTY, TEXAS			x-t-	•
3 Provide the identification number used and provide a description of the sen	sed by the governmental entity vices, goods, or other property	or state agency to to be provided up	trock of ide d tile cont	ntify the contract, ract.
vendor: enter bid/proposal/con	TRACT/AGREEMENT REF# AND	TITLE HERE		
4	City, State, Country	ONatu	ire of Interesi	(check applicable)
Name of Interested Party	(place of business)	, co 🙃	entrolling	Intermediary
VENDOR: ENTER EACH PERSON HAVING	NTEREST,		х	
OWNERS ARE THE CONTROLLING PARTIE	NTEREST, S. IN YOUR			
VENDOR: WORKERS (OR NON-OWNERS)	IN YOUR			х
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My name is	. 31	nd my data of birth is		Market Market St. 1 - Spring from Systems and the second s
My address	PM-referencessor recovered and passages as a second of the fight of the fight, and the fight of		. 1. 3. 2. 3	THE CHAPTER STREET, ST
(street) Liderhare under penalty of perjury that the for	egoing is true and correct.	(city) (sta	ale) (zip cod	e)· (country)
Executed inCounty,	State of, on the		onth) (Portugues.
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	Signature of	authorized agent of c (Declaran		ness entity
ADD	ADDITIONAL PAGES A	S NECESSAR'	Υ	

Form provided by Texes Ethics Commission: **Aww.ethics.stote.br.us Revised 12/22/2017
NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

ICS JAIL SUPPLIES, INC.
PAGE 30 OP 60. Box 21056
Waco, TX 76702-1056
Phone: 800-524-6427 Fax: 254-751-0299
www.lcswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

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ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Wasco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

327 CERTIFICATE OF INTERESTED PARTIES FORM 1295 1 of 1 **OFFICE USE ONLY** Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. **CERTIFICATION OF FILING** Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2023-1072590 ICS JAIL SUPPLIES, INC. Date Filed: WACO, TX United States 09/18/2023 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Date Acknowledged: JEFFERSON COUNTY, TX Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. IFB 23-054/MR TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY Nature of interest Name of Interested Party City, State, Country (place of business) (check applicable) Controlling Intermediary Waco, TX United States Х BOGAN, TW Χ BOGAN III, JM Waco, TX United States 5 Check only if there is NO Interested Party. **6 UNSWORN DECLARATION** and my date of birth is (country) (street) I declare under penalty of perjury that the foregoing is true and correct.

Executed in

ennar

County, State of

of authorized agent of contracting business entity

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

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

7. 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.

8. PAYMENT.

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

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

Invoices shall be submitted to:

Jefferson County Auditing Department Attention: Accounts Payable 1149 Pearl Street, 7th floor Beaumont, TX 77701.

9. 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.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations \$1,000,000 \$1,000,000 \$1,000,000

ICS JAIL SUPPLIES, INC. P.O. Box 21056 Waco, TX 76702-1056

Phone: 800-524-5427 Fax: 254-751-0299
www.lcswaco.com
blds@lcswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

- 11.1.1 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.
- 11.1.2 **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.
- 11.1.3 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.
- 11.2 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.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract refer to Section 10 above.
- 11.4 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.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 11.S.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
 - 11.5.2 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.
- 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 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.
- 11.8 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.

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

PAGES JAH SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 11.9.1 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.
 - 11.9.2 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.
 - 11.9.3 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.
 - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 11.9.4.2 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.
 - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 11.9.6 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
 - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 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.
- 11.11 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.

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@lcswaco.com
FEID # 27-1494351

GSA Contract # GS 07F-0552U

BuyBoard Contract Holder

Note: For the purposes, a general CO will suffice. However, a COI that includes the notation that "Deflotson County as an additional insured" will be required from Awarded Bidder(s) orior to the issuance of a Purchase Order.

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
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www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDAR 2Y) 11/11/2022

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

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

COVERAGES	CERTIFICATE NUMBER: CL2211111065	54 REVIS	ION NIMBER	
Waco	TX 76702-1056	INSURER F:		
		INSURER E:		
P.O. Box 21058		INSURER D: AMCO Insurance Company		19100
ICS Jail Supplies, Inc.		INSURER C: Depositors Insurance Compar	ıy	42587
INSURED		INSURER B: Colonial County Mutual Insura	ince Company	29262
VVaco	TX 76701	INSURER A: Allied Property & Casualty Ins	urance Company	42579
P.O. Box 298		INSURER(S) AFFORDING C	OVERAGE	NAIC#
1201 Washington Ave.		E-MAIL ADDRESS: alisha@balleyinsurance.com		
Bailey Insurance and Risk Managemen	rt	PHONE (A/C, No. Ext): (254) 753-5317	FAX (A/C, No): (254) 7	53-1132
PRODUCER		CONTACT Alisha Johnson		
and deteriore area not come i	ights to the certificate fiolider liftlied of Such	i eitaorsement(s).		

10	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS							
Į =	CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR		ADDLS INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	'S
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	s 1,000,000
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
A				ACPGLA03047908763	44/4.1/0000	44/44/0000	MED EXP (Any one person)	\$ 5,000
^				ACEGEA03041908103	11/14/2022	11/14/2023	PERSONAL & ADV INJURY	\$ 1,000,000
İ	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC						GENERAL AGGREGATE	\$ 2,000,000
	POLICY LOC LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	\$ s 1,000,000
	X ANYAUTO		l				(Ea accident) BODILY INJURY (Per person)	\$
В	OWNED SCHEDULED AUTOS ONLY AUTOS			ACPBATX3047908763	11/14/2022	11/14/2023	BODILY INJURY (Per accident)	\$
ĺ	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
L						·	Uninsured motorist	\$ 100,000
١	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 2,000,000
C	EXCESS LIAB CLAIMS-MADE			ACPCAD3047908763	11/14/2022	11/14/2023	AGGREGATE	\$ 2,000,000
<u> </u>	DED RETENTION \$ WORKERS COMPENSATION				ļ	,	F===	\$
	AND EMPLOYERS' LIABILITY Y/N		-		,	÷	X PER STATUTE OTH-	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		ACPWCA3067908763	11/14/2022	11/14/2023	E.L. EACH ACCIDENT	s 1,000,000
i	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
├─	DÉSCRIPTION OF OPERATIONS below		-				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
ŀ								
DESC	L CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (ACC	 ORD 10	01, Additional Remarks Schedule, may be	i attached if more se	pace is required)	<u> </u>	L
	O						on the Named Insured and th	ne.
Add	The Certificate Holder is included as an Additional Insured on the General Liability Policy if required by written contract between the Named Insured and the Additional Insured. All Additional Insureds referenced on this Certificate of Insurance are as per the attached corresponding endorsements and policy language.							
""	, may a					,100	P.O. Box 21056	.

Waco, TX 76702-1056 Phone: 800-524-5427 Fax: 254-751-0299

www.icswaco.com

CERTIFICAT	E HOLDER		CANCELLATION FEID # 27 1404351
22.50 A	Jefferson County 1001 Peral Street, 3rd Floor		GSA Contract # GS 07F-0552U SHOULD ANY OF THE ABOVE DESCRIBED ROLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NO FICE WILL BE DELIVERED IN AGCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
	Beaumont	TX 77701	Carles Contakeya

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BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County
Bidder's Company/Business Name: <u>ICS_JAIL_SUPPLIES, INC.</u>
Bidder's TAX ID Number: <u>27-1494351</u>
If Applicable: HUB Vendor No. NIA DBE Vendor No. NIA
Contact Person: Jennifer Johnson Title: Bid Manager
Phone Number (with area code): (\$00)524-5427
Alternate Phone Number if available (with area code): (254) 751-15(1)
Fax Number (with area code): (254) 751-0299
Email Address: biddeskaicswaco.com
Mailing Address (Please provide a physical address for bid bond return, if applicable):
PO Box 21054
Address L)aCO, TX 70702 City, State, Zip Code

REQUIRED FORM

. . . .

<u>Bidder</u>: Please complete this form and include with bid submission.

ICS JAIL SUPPLIES, INC. P.O. Box 21056 Waco, TX 76702-1056 Phone: 800-524-5427 Fax: 254-751-0299 Www.idsWaco.com

bkis@leswaco.com

FEID # 27-1494351

GSA Contract # GS 07F-0552U

BuyBoard Contract Holder

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffcotx.us. Please reference Bid Number: IFB 23-054/MR.

SCOPE OF PROJECT:

Jefferson County is asking for sealed bids for a catalog discount on the purchase or janitorial supplies for a year with an option to renew for four (4) additional one (1) year terms. All bids must be submitted on the Bid Sheets provided. **DO NOT BIND OR STAPLE BID PACKET**.

It is likely that multiple awards will be made with this bid.

Specifications are for unknown quantities of items to be purchased on an "as needed" basis.

One () current catalog shall be included with this bid. Upon award of contract you will be asked to supply one (1) catalog to Jefferson County departments.

The successful vendor must agree to mark shipments and invoices with a purchase order number. Shipment must be delivered prepaid to the Jefferson County location indicated on the purchase order, unless otherwise specified. Packing lists are to accompany the shipment in a container/carton properly marked as PACKING LIST for distribution to the county with the material.

The successful bidder shall agree that all items shipped in error, such as incorrect colors, etc., will be returned by freight collect and the items will be replaced at no extra cost. Notification of concealed shortages reported by the county are to be accepted by the vendor and items reshipped at no cost to the county. No charge packing list marked with the applicable purchase order number shall be enclosed with each "no charge" shipment.

Based on a review of recent past fiscal years, Jefferson County spends approximately \$275,000.00 per fiscal year on janitorial equipment and supplies.

No Guarantee Annual Volume

This is an "open catalog" bid for purchase as funds become available, however, there is no commitment to purchase any given number of products.

Catalog Requirements

Bidder must provide free of charge to the county and county departments one (1) bound catalog or bound price lists for use in product selection within twenty (20) days after bid is awarded. These bound documents must be clearly labeled on front cover with the name of said bid and beginning and ending contract dates.

ICS JAIL SUPPLIES, INC.

P.O. Box 21056

Weco, TX 76702-1056

Phone: 800-524-5427 Fax: 254-751-0299

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County Photogram Communication Country Photogram Country Photogram Country Photogram Country Photogram Country Photogram Country Photogram Country Photogram Country C

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PMG5@7c9waco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

Delivery

The County desires to purchase its janitorial products from established merchants who have goods in stock, and are prepared to make delivery within 48 hours. All delivery and freight charges (F.O.B. Jefferson County various locations listed below) are to be included in bid price. The County reserves the right to change, add, or delete locations. Bidder bears freight charges.

Maintenance Department - Courthouse 1149 Pearl - Basement Beaumont, Texas 77701 Contact: Greg Keller, 409-835-8511

Maintenance Department - Subcourthouse 525 Lakeshore Drive Port Arthur, Texas 77640 Contact: Kenneth Shepherd, 409-983-8307

Correctional Facility 5030 Hwy. 69 South Beaumont, Texas 77705 Contact: Captain Kenneth Harrell, 409-726-2555

Road & Bridge Precinct #1 2205 Hwy. 90 China, Texas 77613 Contact: Paul Truax, 409-434-5430

Road & Bridge Precinct #2 7759 Viterbo Road Beaumont, Texas 77705 Contact: Mike Trahan, 409-719-5950

Road & Bridge Precinct #3 5700 Jade Avenue Port Arthur, Texas 77640 Contact: Jeffery Collins, 409-736-2851

Road & Bridge Precinct #4 7780 Boyt Road Beaumont, Texas 77713 Contact: Derrick Newman, 409-434-5400

Crime Laboratory 5030 Hwy. 69 South, Suite 500 Beaumont, Texas 77705 Contact: Emily Esquivel, 409-726-2577

ICS JAIL SUPPLIES, INC. P.O. Box 21056 Waco, TX 76702-1056 Phone: 800-524-5427 Fax: 254-751-0299 www.icswaco.com bids@icswaco.com FEID # 27-1494351 GSA Contract # GS 07F-0552U **BuyBoard Contract Holder**

Jack Brooks Regional Airport 5000 Jerry Ware Dr, Suite 100 Beaumont, Texas 77705 Contact: Duke Youmans, 409-719-4900

Juvenile Probation 5326 Hwy. 69 South Beaumont, Texas 77705 Contact: Chief Ed Cockrell, 409-722-7474

Mid-County Office Building 7933 Viterbo Road Beaumont, Texas 77705 Contact: Bobby Kelly, 409-719-5950

Mosquito Control District 8905 First Street Beaumont, Texas 77705 Contact: Denise Marcel, 409-719-5940

> ICS JAIL SUPPLIES, INC. P.O. Box 21056 Waco, TX 76702-1056 Phone: 800-524-5427 Fax: 254-751-0299 www.icswaco.com bids@icswaco.com FEID # 27-1494351 GSA Contract # GS 07F-0552U BuyBoard Contract Holder

Vendor Profile Information Form

	se answer the following in order to provide a profile of the vendor's capabilities to provide and deliver tems.
1.	Company Name: 1CS JAIL SUPPLIES, INC.
	Address: 5804 Franklin Ave.
	Waco, TX 76710
	Telephone: (600) 524-5427 E-mail: biddeskwicswaco.Con
2.	List offices closest to Beaumont.
	Name: ICS JAIL SUPPLIES, INC.
	Address: 5804 Franklin Aug.
	Waco, TX 76710
3.	How long has your company done business in Southeast Texas under its existing name? years
4.	If the company does not have a local office in Southeast Texas, how does the bidder propose to meet the county's needs?
	Dur wavehouse, factory, and offices are
	Centrally located in Waco, TX. We provide overnight
	Service to most Texas locations.
5.	Does the bidder have personnel who can visit the county when information may be needed or problems resolved? Yes No
6.	Can the bidder provide one (1) catalog or price list to each department? Yes No
	If not, what can be provided?

Vendor Profile Information Form (Continued)

7.	Do you have a fax machine for electronic communication purposes with your customers?	Yes 🗹	No 🗆
8.	Do you accept purchase orders via email?	Yes 🔽	No 🗀
9.	Do you have a toll-free telephone number for use by your customers?	Yes 🗹	No 🗆
10.	Are there any limitations in your ability to receive and deliver purchases to the county and departments within 48 hours?	Yes 🗆	No 🖾
	If yes, please explain:		
-			

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

OFFER AND ACCEPTANCE FORM **OFFER TO CONTRACT**

To.	Jeffer:	son Co	untv:

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.

	rjury, that all information provided is true, accurate, and o submit this bid, which will result in a binding contract if
We acknowledge receipt of the following amendment	t(s):,
I certify, under penalty of perjury, that I have the leg	al authorization to bind the firm hereunder:
ICS JAIL SUPPLIES, INC.	For clarification of this offer, contact:
PO BOX 21054 Address	Jennifer Johnson, Bid Manager Name & Title
City State Zip Signature of Person Authorized to Sign	SW)534-5427 (254) 751-0299 Phone Fax biddesk wicswaco. Com E-mail
Printed Name	
Vice President	

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

ICS JAIL SUPPLIES, INC. P.O. Box 21056 PAGE 42 OF 6 Waco TX 76702-1056 Phone: 800-524-5427 Fax: 254-751-0299 www.icswaco.com bkds@icswaco.com FEID # 27-1494351 GSA Contract # GS 07F-0552U BuyBoard Contract Holder

ACCEPTANCE OF OFFER

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

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

This contract shall henceforth be referred to as Contract No. IFB 23-054/MR, Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:	
Jeff R. Branick, County Judge JEFFERSON COUNTY, TEXAS	Date
ATTEST:	
·	·
Roxanne Acosta Hellberg, County Clerk JEFFERSON COUNTY, TEXAS	Date

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
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FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

PLEAS: HE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENOUN.

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P.O. Box 21056
Weco. TX 76702-1056
Phone: 800-524-5427 Fax: 264-751-0299
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FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

BID FORM

ATALOG DISCOUNT: Flat rate of discount you will allow from your current catalog with ne below noted exceptions:	
	<u>10</u> %
Comments:	
PRICE LIST DISCOUNTS: Flat rate of discount you will allow from your price list with the exceptions:	e below noted
	<u> 0</u> %
Comments:	,
SHELF PRICE DISCOUNTS: Flat rate of discount you will allow from your shelf price with exceptions:	n the below noted
	10%
Comments:	
EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS	

Dated Purchase Orders

The bidder shall be required to honor all purchase orders dated prior to the contract expiration date if received by the bidder within fifteen (15) days following the date of expiration.

Questions concerning the terms and conditions will be directed in writing to the County's purchasing department for receipt no later 5:00 pm, Friday, September 8, 2023. Inquiries must reference the date of "bid opening." Having carefully examined the Specific Terms and Conditions, Specifications and Bid Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

Signature:

Typed Name:

Date:

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

PAGE 45 OF 61

ICS JAIL SUPPLIES, INC. P.O. Box 21056 Waco, TX 78702-1056

Phone: 800-524-5427 Fex: 254-751-0299 www.icswaco.com

BuyBoard Contract Holder

bids@icswacc.com FEID # 27-1494351 GSA Contract # GS 07F-0552U

Bid Form (Continued)

I understand that the bid proposal submitted incorporates all of the requirements contained in the Bid Packet and our company is in a position to comply with same.

Company:	ICS JAIL SUPPLIES, INC.
Sales Contact:	Jennifer Johnson Phone: (800)524-542
Address:	PO Box 2105le, Waco, TX 76702
Phone No.:	(800) 524-5427
Fax No:	(254) 751-0299
E-mail:	biddeskaicswaco.com
Employee Ident	ification Number: <u>27 - 149435 1</u>
Authorized Sign	ature:

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

VENDOR REFERENCES FORM

Bidder: 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.

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

REFERENCE ONE	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	Contract Period:
Scope of Work:	
REFERENCE TWO	
Government/Company Name:	
Address:	
Contact Person and Title:	See Enclosed
Phone	Fav
Email Address:	Contract Period:
Scope of Work:	
REFERENCE THREE	
Government/Company Name:	
Address:	
Contact Person and Tixle:	
Phone:	P-v.
Phone:	Fax:
Email Address:	Contract Period:
Scope of Work:	ICS JAIL SUPPLIES, INC.
	P.O. Box 21058 Waco, TX 78702-1056
JER 23-054/MR). Term Contract for Catalog Pricing for Japingrial.	Phone: 800-624-6427 Fax; 254-751-0299

FB 23-054/MR) Term Contract for Catalog Pricing for Janftorial Supplies for Jefferson Courty Joseph Communication

FEID # 27-1494351 GSA Contract # GS 07F-0552U BuyBoard Contract Holder

SIGNATURE PAGE

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

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the

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

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

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

• •	
ICS JAIL SUPPLIES, INC.	1/9
Bidder (Entity Name)	Signature
PO BOX 21054	Jim Bogan III
Street & Mailing Address	Print Name 💚
Waco, TX 76702	19/18/2023
City, State & Żip	Date Signed
(800)524-5427	(254) 751-0299
Telephone Number	Fax-Number
1.11 110.	

REQUIRED FORM

E-mail Address

Bidder: Please complete this form and include with bid submission.

DIOCHESKAVICSWACD COM

ICS JAIL SUPPLIES, INC. P.O. Box 21056 Wase, TX 76702-1056

Phone: 800-524-5427 Fax: 254-751-0299

www.icswaco.com blds@losyyago.4906 61

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

FEID # 27-149435 GSA Contract # GS 07F-0552U BuyBoard Contract Holder

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official (Please Print)

19/18/2023

Date

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

> ICS JAIL SUPPLIES, INC. P.O. Box 21056

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County : Waco, 消滅後程702日1056 · 今日中 Phone: 800-524-5427 Fax: 264-751-0299

www.icswaco.com
blds@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
Buy8oard Contract Holder

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionners reflects changes made to the law by H.B. 23, 34th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.008(a).	Partie Rissolvad
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 178.008(a-1), Local Government Code,	
A vendor commits an offense if the vendor knowingly violates Section 176,006, Local Government Gode. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
2. Check this box if you are filing an update to a proviously filed questionneith.	ANNE MINISTRA LINEARY, BRANCH MA THÀILINN MA, THÀIS NI PARTHAMAINN MHO NA LEACHTAINT SEARCH SEARC
(The law requires that you life an updated completed questionness with the applete than the 7th business day elter the date on which you became tweet that the original formplete or inaccurate.)	
Name of local government officer about whom the information in this section is being disci	oseď.
	Δ
Name of Officer	VID
This section (frem 3 including subcerts A, B, C, & D) must be completed for each officer of employment or other pushess relationship as defined by Section 178,001(1-a), Local Governings 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 vendor?	nooms, other than investment
Yes No	
B. is the vendor receiving or likely to receive texable income, other than investment income, from government officer named in this section AND the toughte income is not received from the log	n or at the direction of the local at governmental entity?
Yes No	\$ 1.00 miles
C. is the filter of this questionnaire employed by a corporation or other business entity will government officer yeaves as an officer or director, or holds an ownership interest of one percentage.	
Yes No	APPORT A
D. Describe each employment or business and family relutionship with the local government	officer named in this section.
AND THE PROPERTY OF THE PROPER	nt to taken the contract of the contract and a state of the contract of the co
Signature of vendor doing business with the governmental onlity	nchelyweelikespronom's enegative-satisfar
	n Adoist of 877/2018

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Weco, TX 76702-1056

www.lcswaco.com bids@lcswaco.com FEID # 27-1494351 GSA Contract # GS 07F-0552U BuyBoard Contract Holder

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

Γ	LOCAL GOVERNMENT	OFFICER	FORM CIS
	CONFLICTS DISCLOS	URE STATEMENT	
		Southeanimones	
1	•	to the law by H.S. 23, 84th Leg., Heguist Session.	OFFICE USE ONLY
g		ocal governmental entity that the following local of lacts that require the officer to file this statement Government Gode.	Osto Received
1	Name of Local Government Officer		
-	Office Held	e e e e e e e e e e e e e e e e e e e	
٢	Allee Lein		
	Name of vendor described by Section	ons 175.001(7) and 178.003(a), Local Government	Code
ekenş		DE TOTAL MENTE EN TRE SELENT REPORT DE SERVIZION DE LA CONTRE PROCESSO DE CONTRE DE CO	anti per larina fan famonia de mentena en menoria de menoria de demonstratoria de de menoria de menoria de termino
4.	Description of the nature and exten	t of employment or other business relationship w	ith vendor named in item 3
81	that with warranted by the level gave	K A File on a said and a file of the said and	
لت		erument officer and any family member, it aggreg to \$100 during the 12-month period does hed by	
	Marke Mille Annual Control	Name and the state of the state	
		Description of Giff	!
	Date Off Accepted	Description of Gift	AND THE THE PERSON OF THE PERS
	Date Gilt Accepted	Description of Gill	
		(attach additional forms as necessary)	
6	AFFIDAVIT	I swear under penalty of parkey that the above statement	to become a second according to the second s
		that the disclosure applies to each family member (as deli-	ned by Section 176.001(2), Local
		Government Code) of this local government officer. I also covers the 12-month period described by Section 176,003 (
			man Norman in a Pri-mene a demonstra melinguado a colónicio menin de cario disposició de disposició de describidos
		Signature of Local	Government Officer
	AFFIX NOTATY STAMP : SEAL ABOVE		
		Old	,, this the cay
	of 10 081	tify which, with was my hand and seal of office.	
	Company of the Compan	ar A har s ar a galland and a galland and a galland and a second and a	
	Signature of officer administering path	Printed name of officer administering each	· Histogene paintmbs readed to alli

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

ICS JAIL SUPPLIES, INC. P.O. Box 21056 Waco, TX 76702-1056 Phone: 800-524-5427 Fex: 254-751-0299

(IFB 23-054/MR). Term Contract for Catalog Pricing for Janiterial Supplies for Jefferson County

www.lcswaco.com
PAGE 5lids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST
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 a exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/he 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 standard divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
□ 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, adequated information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Primary 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 th 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.
The Boan III Printed Name of Authorized Representative Signature
Vice President 19/18/2023
Title Date

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Please submit one form for each Heconditions of your contract.	IUB Subcontractor/So	ubconsultant w	ith proper	signatures, per the terms ar
Contractor Name:		40 ;	- 100 ₁ 00 g - 10 ² 11 - 1 ₂ 19 ² 10	HUB: ☐ Yes ☐ No
Address:			, , , , , , , , , , , , , , , , , , , 	
Street	City	State	Zip	
Phone (with area code):		Fax (with	area code): _	
Project Title & No.:		100		
Prime Contract Amount: \$	d Podrá Mildonos Markov Pros de monodromo richemento no se Mil			
HUB Subcontractor Name: HUB Status (Gender & Ethnicity):	· · · · · · · · · · · · · · · · · · ·	2	1.5	
ertifying Agency: Tx. Bldg & Procu	irement Comm. 🔲 Jeff	erson County] Tx Unified C	Certification Prog.
Street	City	State	Zip	
Phone (with area code):		Fax (with	area code): ्	**************************************
Proposed Subcontract Amount: \$	i	Percent	tage of Prime	Contract: %
	rformed:	¥		
Description of Subcontract Work to be Per				
Description of Subcontract Work to be Per				
Description of Subcontract Work to be Per			•	10/10/0002

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties. Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

ice jail bufflies, inc.

P.O. Box 21056 Waco, TX 76702-1056

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson Coulhone: 800-52654276481 254-751-0299

www.icswaco.com bids@loswaco.com FEID # 27-1494351 GSA Contract # GS 07F-0552U BuyBoard Contract Holder

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

	PAGE 1	. OF 4		
Bidder intends to utilize Subcontracto	ors/Subconsultants in	the fulfillment of this cor	ntract (if awarded).	
Prime Contractor:			HUB: 🗌 Yes 🔲 No)
HUB Status (Gender & Ethnicity):				
Address:				
Street	City	State Zip		
Phone (with area code):		Fax (with area code):		
Project Title & No.:		IFB/RFP No.:		
Total Contract: \$		Total HUB Subcontract(s):	\$	
Construction HUB Goals: 12.8% MBE::		% 12.6% WBE:		%
	and verified HUB Suß inform	ation Date:		
Verification date HUB Program Office reviewed	SURE			
Verification date HUB Program Office reviewed	SURE			
PART 1. HUB SUBCONTRACTOR DISCLO HUB Subcontractor Name: HUB Status (Gender & Ethnicity):	SURE	Texas Unified Certification Pi		
Verification date HUB Program Office reviewed PART 1. HUB SUBCONTRACTOR DISCLO HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Gertifying Agency: Texas Bldg & Pro	OSURE	Texas Unified Certification Pi		
PART I. HUB SUBCONTRACTOR DISCLO HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency: Texas Bldg & Pro Address: Street	OSURE Docurement Comm. City	Texas Unified Certification Pa		
PART I. HUB SUBCONTRACTOR DISCLO HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency: Address: Street Contact person:	OSURE	Texas Unified Certification Pi State Zip Title:	og.	
PART 1. HUB SUBCONTRACTOR DISCLO HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency: Texas Bldg & Pro Address: Street Contact person:	OSURE Docurement Comm. City	Texas Unified Certification Pi State Zip Title:	og.	
PART I. HUB SUBCONTRACTOR DISCLO HUB Subcontractor Name: HUB Status (Gender & Ethnicity): CertifyIng Agency: Street Contact person: Phone (with area code):	OSURE Ocurement Comm. City	Texas Unified Certification Part. State Zip Title: Fax (with area code):	og.	%
PART I. HUB SUBCONTRACTOR DISCLO HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency: Street Contact person: Phone (with area code): Proposed Subcontract Amount: \$ Description of Subcontract Work to be Performance in the proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontr	City formed:	Texas Unified Certification Pi State Zip Title: Fax (with area code): Percentage of Prim	e Contract:	%
PART I. HUB SUBCONTRACTOR DISCLO HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency: Street Contact person: Phone (with area code): Proposed Subcontract Amount: \$ Description of Subcontract Work to be Performance in the proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontract work to be proposed subcontr	City formed:	Texas Unified Certification Part. State Zip Title: Fax (with area code):	e Contract:	%

--(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

PAGE 54 OF 61
ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

HUB Subcontractor	Name:			The state of the s	
HUB Status (Gende	r & Ethnicity):		**************************************		
Certifying Agency:	☐ Tx. Bldg & P	rocurement Comm.	☐ Jefferson County	Tx Unified Certification Prog.	
Address:					
	Street	City	State	Zip	
Contact person:	·		Title:		
Phone (with area co	ode):		Fax (with	area code):	
Proposed Subcontra	act Amount:	\$	Percer	itage of Prime Contract:	%
Description of Subc	ontract Work to be	Performed:			
	Name	Performed:			
Description of Subc	Name:				
HUB Subcontractor HUB Status (Gender	Name: r & Ethnicity):				
HUB Subcontractor HUB Status (Gender	Name: r & Ethnicity):			Tx Unified Certification Prog.	
HUB Subcontractor HUB Status (Gender ertifying Agency: Address:	Name: r & Ethnicity): Tx. Bldg & Pr				
HUB Subcontractor HUB Status (Gender ertifying Agency: Address:	Name: r & Ethnicity): Tx. Bldg & Pr	rocurement Comm.	☐ Jefferson County State	Tx Unified Certification Prog.	
HUB Subcontractor HUB Status (Gender ertifying Agency: Address: Contact person:	Name: r & Ethnicity): Tx. Bldg & Pr	rocurement Comm.	☐ Jefferson County State Title:	Tx Unified Certification Prog.	
HUB Subcontractor HUB Status (Gender ertifying Agency: Address:	Name: r & Ethnicity): Tx. Bldg & Pr Street	rocurement Comm. City	☐ Jefferson County State Title: Fax (with	Tx Unified Certification Prog.	

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

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

ICS JAIL SUPPLIES, INC. P.O. Box 21056 Waco, TX 76702-1056 Phone: 800-524-5427 Fax: 254-751-0299 www.icswaco.com

PAC

PAGE 55 OF FEID # 27-1494351

GSA Contract # GS 07F-0552U

BuyBoard Contract Holder

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

Our firm was unable to meet th	ne HUB goals fo	r this project for	the followin	ng reasons:		
All Subcontractors to	be utilized are '	"Non-HUBs." <i>(Co</i>	mplete Part I	111)		
HUBs were solicited b	out did not respo	ond.				
HUBs solicited were n	•					
HUBs were unavailable						
Was the Jefferson County HUB (Office contacted	d for assistance in	i locating HUI	Bs?	Yes	∐No
PART III: DISCLOSURE OF OTH	HER "NON-HU	B" SUBCONTRA	CTS			
the Purchasing Office not later th of those "Non-HUB" Subcontrac selection.						
Subcontractor Name:	24.2	, jes	5 1 x 1	133		
Address:						
Address: Street		City		Zìp		
Address: Street		City				
Address: Street		• • • •	Title:	Zìp		
Address: Street Contact person:		·	Title:	Zip		
Address: Street Contact person: Phone (with area code): Proposed Subcontract Amount: Description of Subcontract Work to	\$ be Performed:		Title: Fax (wich ar Percenta	Zip rea code): ige of Prime Conti	açt:	%
Address: Street Contact person: Phone (with area code): Proposed Subcontract Amount: Description of Subcontract Work to	\$ be Performed:		Title: Fax (with a	Zip rea code): ge of Prime Conti	açt:	%
Address: Street Contact person: Phone (with area code): Proposed Subcontract Amount: Description of Subcontract Work to	\$ be Performed:		Title: Fax (wich ar Percenta	Zip rea code): ige of Prime Conti	açt:	%
Address: Street Contact person: Phone (with area code): Proposed Subcontract Amount: Description of Subcontract Work to	\$ be Performed:		Title: Fax (wich ar Percenta	Zip rea code): ige of Prime Conti	açt:	%
Address: Street Contact person: Phone (with area code): Proposed Subcontract Amount: Description of Subcontract Work to	\$ be Performed:		Title: Fax (wich ar Percenta	Zip rea code): ige of Prime Conti	açt:	%
Address: Street Contact person: Phone (with area code): Proposed Subcontract Amount: Description of Subcontract Work to Subcontractor Name: Address:	\$ be Performed:		Title: Fax (wich ar Percenta	Zip rea code): ge of Prime Conti	act:	<u>%</u>
Address: Street Contact person: Phone (with area code): Proposed Subcontract Amount: Description of Subcontract Work to Subcontractor Name: Address: Street	\$ be Performed:		Title: Fax (wish and Percental	Zip rea code): ge of Prime Contr	act:	<u>%</u>
Address: Street Contact person: Phone (with area code): Proposed Subcontract Amount: Description of Subcontract Work to Subcontractor Name: Address: Street Contact person:	\$ be Performed:		Title: Fax (with an Percenta) State Title: Fax (with an	Zip rea code): ge of Prime Contr	ract:	%
Address: Street Contact person: Phone (with area code): Proposed Subcontract Amount: Description of Subcontract Work to Subcontractor Name: Address: Street Contact person: Phone (with area code):	\$ be Performed:		Title: Fax (with an Percenta) State Title: Fax (with an	Zip zip Zip zip	ract:	%

and include with bid submission.

(IFB 23-054/MR)-Term-Contract-for-Catalog-Pricing-for-Janitorial-Supplies-for-Jefferson-Gounty-PAGE-58 WW #18W 800: COM-

P.O. Box 21056 Waco, TX 76702-1056 Phone: 800-524-5427 Fax: 254-751-0299

bids@icswaco.com FEID # 27-1494351 GSA Contract # GS 07F-0552U BuyBoard Contract Holder

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

		Page 4	of 4		
Subcontractor Name:			 		
Address:			· 		<u></u>
Stree	et	City	State . :	Zip	
Contact person:			Title:		
Phone (with area code):			Fax (with area	code):	
Proposed Subcontract Am	ount: \$		Percentage (of Prime Contract:	<u>%</u> _
Description of Subcontract	t Work to be Performed:				
		TOP TORP 11: 1 - 1 - 1			
Subcontractor Name:					
Address:				and the same of th	
Stree	et -	City	State 2	Zip	•
Contact person:			Title:		
Phone (with area code):		(86) 874)	Fax (with area	code);	***************************************
Proposed Subcontract Am	ount: \$	*, .	Percentage o	of Prime Contract:	%
Description of Subcontract	Work to be Performed:				
this form, and attached a	any necessary support	documentation	as required. I ful	uthfully completed all applicable ly understand that intentionally termination of any resulting cor	falsifying
Name (print or type):	JM Boon	nIII		ICS JAIL SI	JPPLIES, INC.
Title:	Mice Dre	sident		P.O. E	lox 21056 76702-1056
Signature:	100		_	Phone: 800-524-54	27 Fax: 254-751-0299
Date:	69/18 lac	λ3		bids@lc	SWaco.com SWaco.com
E-mail address:	La sil ta	_	aco.com	GSA Contract	27-1494351 # GS 07F-0552U Contract Holder
Contact person that will b	e in charge of involcin	g for this projec	t:		***
Name (print or type):	Accounti	ng Dep	artment.		
Title:	Accounti	ng '		REQUIRED FORM	
Date:	09/18/20	03		Bidder: Please complete	this form
E-mail address:	ardicsu	vaco. Ci	DM)	and include with bid sub	mission.

ı	RESIDEM	CF-CFQT	RISICATION	V/TAX-FORM	A
н	VEDIDEIA	ICE CER		W/IMAFUKN	ø

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) "Non-resident 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.

	11113 3141	.e.	
×.		<u> CS JAIL SUPPL</u> Code §2252.001.	<u>IES, INC.</u> (company name) is a Resident Bidder of Texas as defined in
	I certify that Government ((city and state	Code §2252.001 and	[company name] is a Nonresident Bidder as defined in dour principal place of business is
Tax	payer Identificati	on Number (T.I.N.):	27-1494351
Cor	mpany Name subi	mitting bid/proposal:	125 JAIL SUPPLIES, INC.
Ma	iling address:	PO BOX o	21056, Waco, TX 76702
If y	ou are an Individu		addresses of any partnership of which you are a general partner:
Prop	perty: List all tax	kable property owne	ed by you or above partnerships in Jefferson County.
Jeff	erson County Tax	Acct. No.* P	roperty address or location**

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.

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

ICS JAIL SUPPLIES INC.

P.O. Box 21056 Waco, TX 76702-1056

Phone: 800-524-5427 Fax: 254-751-0299

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

PMWW \$880000.com blds@icswaco.com FEID # 27-1494351 GSA Contract # GS 07F-0552U BuyBoard Contract Holder

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---	---	---	---	---	----	---	----	----	----	----	---	---	---	---	---	---	----	----	---	---	---	---	--

1, Im Bogan III. name) 10SJAIL SUPPLIES, INC.	the	undersigned	representative	of	(company		business neret of ore
referred to as company) being an adult of	ver th	e age of eighte	en (18) years of a	ge, aí	ter being du	ly sw	orn by the
undersigned notary, do hereby depose	and	verify under o	ath that the com	pany	named abo	ove, i	under the
provisions of Subtitle F, Title 10, Government	nent (Code Chapter 2	270:				

- 1. Does not boycott Israel currently; and
- Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

f Company Representative Signat⁄ure d On this 18th day of September, 20 03, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct. Notary Seal **ERYN ELIZABETH PUTMAN** Notary Public, State of Texas Comm. Expires 01-09-2027 Notary ID 129915546

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION

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

Company Name	The state of the s
IFB/RFP/RFQ number	
Certification check performed by:	
Purchasing Representative	
Date ·	,

THIS FORM IS FOR OFFICE USE ONLY

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0652U
BuyBoard Contract Holder

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are

submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.
STATE OF TEXAS COUNTY OF MCLENNAN
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas_
on this day personally appeared, who, who
after being by me duly sworn, did depose and say:
"I, am a duly authorized officer of/agent
for 105 UAIL SUPPLIES, INC. and have been duly authorized to execute the
(name of firm) foregoing on behalf of the said <u>ICS JAIL SUPPLIES, INC.</u> (name of firm)
I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."
Name and address of Bidder: ICS JAIL SUPPLIES, INC.
PO BOX 21056, Ward, TX 76702
Fax: (254) 751-0299 Telephone# (800) 524-5427
by: Im Bogan III Title: Vice President
(print name)
Signature:
SUBSCRIBED AND SWORN to before me by the above-named
JM Bogan III vice president on
this the 18th day of September , 2023 ERYN ELIZABETH PUTMAN Notary Public, State of Texas
REQUIRED FORM Notary ID 129915546

Public in and for

he State of

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

Bidder: Please complete this form

and include with bid submission.

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 900-524-5427-Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:

IFB 23-054/MR

IFB TITLE:

Term Contract for Catalog Pricing for Janitorial Supplies for

Jefferson County

ICS JAIL SUPPLIES, INC.

P.O. Box 21056 Waco, TX 76702-1056

IFB DUE BY:

11:00 am CT, Wednesday, September 20, 2023

Phone: 800-524-5427 Fax: 254-751-0299

www.icswaco.com bids@icswaco.com

bids@icswaco.com FEID # 27-1494351

ADDENDUM NO.: 1

ISSUED (DATE): A

August 28, 2023

GSA Contract # GS 07F-0552U BuyBoard Contract Holder

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 bids to have been proffered in recognition and consideration of the entire IFB Specifications 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 bid submission. If the bid submission 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 IFB Opening Date and Time, as stated above.

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 Respondent:

Witness
Witness
Witness

Approved by ____ Date: _____

. ; %;

Aythorized Signature (Respondent)

Title of Person Signing Above

MS JAIL SUPPLIES, INC.
Typed Name of Business or Individual

PO BOX 21056, Waco, TX 76702
Address



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:

IFB 23-054/MR

IFB TITLE:

Term Contract for Catalog Pricing for Janitorial Supplies for

Jefferson County

IFB DUE BY:

11:00 am CT, Wednesday, September 20, 2023

ADDENDUM NO.: 2

ISSUED (DATE):

September 13, 2023

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 bids to have been proffered in recognition and consideration of the entire IFB Specifications 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 bid submission. If the bid submission 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 IFB Opening Date and Time, as stated above.**

Reason for Issuance of this Addendum: Questions

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 Respondent:

ATTEST:

Witness

Witness

Witness

Authorized Signature (Respondent)

Title of Person Signing Above

ICS JAIL SUPPLIES, INC Typed Name of Business or Individual

Approved by ____ Date: ____

PO Box 21056, Waco, TX 76702
Address



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

1. Question: I do not see a list of the desired supplies. If there isn't, would you inform me if funding would be available for disposable gloves within this solicitation? If so, please provide any information on type of gloves used, annual usage, or frequency, etc. Not sure if only chemicals are being sought out in this solicitation.

Answer: There is not a list of desired supplies. This Invitation for Bid is just for a discounted rate on your catalog pricing for janitorial supplies. This would include disposable gloves. The type and usage would be determined by the department at time of purchase based on the catalog pricing you submit.

P.O. Box 21056
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder



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LEGAL NOTICE Advertisement for Invitation for Bids

August 15, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County. Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy 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 Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:

Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

BID NUMBER:

IFB 23-054/MR

DUE BY TIME/DATE:

11:00 AM CT, Wednesday, September 20, 2023

MAIL OR DELIVER TO:

Jefferson County Purchasing Department

1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

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

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah L. Clark, Purchasing Agent Jefferson County, Texas **PUBLISH:**

Beaumont Enterprise:

August 16, 2023 & August 23, 2023

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BID SUBMISSIONS:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

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 BID PRIOR TO 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 BID AFTER 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 award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to

required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder <u>must</u> clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, 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 5AFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 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.

4.3 PRICE RE-DETERIMINATION.

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.

4.4 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.

4.5 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.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the

vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 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.

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 **VENUE.**

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. 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 <u>90</u> days after opening date.

EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the

Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

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 non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

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 at https://www.co.jefferson.tx.us/Purchasing/ 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 (<u>in writing on the included Bid Form</u>), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/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.

21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.

[&]quot;Contractor" - The Bidder whose proposal is accepted by Jefferson County.

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. *Language as of August 31, 2022.

THRESHOLD	PROVISION	CITATION
>\$250,000 (5implified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."	
	(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:	2 CFR 200
None	The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:	2 CFR 200 APPENDIX II (B) 2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)
	During the performance of this contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, 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. The Contractor 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) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.
- (5) The 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.
- (6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract 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.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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 a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor 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 interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.

>\$2,000

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions

2 CFR 200 APPENDIX II (D)

	Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance 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 each Contractor or subrecipient 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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 must be required to 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to 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).	2 CFR 200 APPENDIX II (G)

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	 §135.38 Section 3 clause All section 3 covered contracts shall include the following clause (referred to as the sectian 3 clause): A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. 	

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause,
and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated
date the work shall begin.

- D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

None

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered

2 CFR 200.216

	telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u> , section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).	
	 (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau 	
	of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.	
	(b) In implementing the prohibition under <u>Public Law 115-232</u> , section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.	
	(c) See <u>Public Law 115-232</u> , section 889 for additional information.	
	(d) See also § 200.471. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:	2 CFR
None	(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.	200.322(a)(b)(1) (2)
	(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112

None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using 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; and (6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.	2 CFR 200.334

If submitted for negotiation. If the proposal, plan, or other computation is uired to be submitted to the Federal Government (or to the pass-through ity) to form the basis for negotiation of the rate, then the 3-year retention iod for its supporting records starts from the date of such submission. If not submitted for negotiation. If the proposal, plan, or other computation of required to be submitted to the Federal Government (or to the pass-bugh entity) for negotiation purposes, then the 3-year retention period for proposal, plan, or computation and its supporting records starts from the lof the fiscal year (or other accounting period) covered by the proposal, plan, other computation. NTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR REIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may enter into a governmental contract with a company that is identified on a prepared and maintained under Section 2270.0052, 2270.0102, or 20.0152. In accordance with Texas Government Code, Chapter 2252, chapter F, Respondent hereby represents and warrants that it is not a papany identified on the lists prepared and maintained under Texas vernment Code §§ 2270.0052 (companies with business operations in	Texas Government
REIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may enter into a governmental contract with a company that is identified on a prepared and maintained under Section 2270.0052, 2270.0102, or 0.0152. In accordance with Texas Government Code, Chapter 2252, chapter F, Respondent hereby represents and warrants that it is not a pany identified on the lists prepared and maintained under Texas	Toyas Government
an), 2270.0102 (companies with business operations in Iran), or 2270.0152 mpanies known to have contracts with or provide supplies or services to a eign terrorist organization). Notwithstanding the foregoing, a company that United States government affirmatively declares to be excluded from its eral sanctions regime relating to Sudan, Iran, or to a foreign terrorist anization, is not subject to contract prohibition under this clause. A company	Code 2252.152
OVISION REQUIRED IN CONTRACT. (a) This section applies only to certain citations and contracts. Section 2271.002 of the Texas Government Code ites the following: This section applies only to a contract that: This section applies only to a contract that: The section applies only to a contract that: The section applies only to a contract that: The section applies only to a contract that: The section applies only to a contract that: The section applies only to a contract that: The section applies only to certain the section applies only to certain the section applies only to certain the section applies only to certain the section applies only to certain the section applies only to certain the section applies only to certain the section applies only to certain the section applies only to certain the section applies only to certain the section applies only to a contract that: The section applies only to a contract that: The section applies only to a contract that: The section applies only to a contract that: The section applies only to a contract that:	Texas Government Code 2271.002
	ming such exemption must submit the official copy of the declaration. VISION REQUIRED IN CONTRACT. (a) This section applies only to certain citations and contracts. Section 2271.002 of the Texas Government Code es the following: his section applies only to a contract that: s between a governmental entity and a company with 10 or more full-time playees; and

	(1) does not boycott Israel; and	
	(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract		
Language for contracts	The contract award is contingent upon the receipt of federal funds. If no such	Optional
awarded prior to Grant Award	funds are awarded, the contract shall terminate.	
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall,	Section 504 of the
	solely by reason of his/her disability, be denied the benefits of, or be subjected	Rehabilitation Act
	to discrimination, including discrimination in employment, under any program	of 1973, as
	or activity receiving federal financial assistance.	amended.

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor Corticol Contractor Corticol Contractor Contractor Contractor Contractor Contractor Contractor Contractor Contractor Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Authorized Official

Authorized Official

Authorized Official

Authorized Official

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, 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. The Contractor 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) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.
- 5) The 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.
- 6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract 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.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor 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 interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet, in its entirety.

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

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

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

<u>BID PACKAGING</u>: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, September 20, 2023.

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.

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

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

<u>COURTHOUSE SECURITY</u>: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals 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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2023):

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	New Year's

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 IFB 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 Statements of Qualifications 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.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves**, **Assistant Purchasing Agent** at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact **Deborah Clark**, **Purchasing Agent** at: deb.clark@jeffcotx.us.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, September 8, 2023.

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are <u>required</u> 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

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may <u>initially</u> accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) <u>prior</u> to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

sam.gov



Search Results

Saved Searches

Advanced Search

Sort by

Showing 1 - 5 of 5 results

Relevance



Registration

Unique Entity ID CAGE Code JFYDJQNKM7H3

7KBW1

Physical Address 114 BRACKEN RD, MONTGOMERY, NY 12549 USA

Entity

Expiration Date Jun 5, 2024

Purpose of Registration All Awards

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

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 <u>hard copy</u> (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department <u>with bid submission</u>.

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

A sample of a completed FORM 1295 is included on PAGE 30.

FORM 1295 Implementation Background:

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."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 129S 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 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

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE, HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION. CERTIFICATE OF INTERESTED PARTIES FORM 1295 OFFICE USE ONLY Complete Nos. 1 - 4 and 6 if there are interested parties, Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. 1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS Provide the identification number used by the governmental entity or state agency to track of identify and provide a description of the services, goods, or other property to be provided under the contract. identify the contract, VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REFN AND TITLE HEF Nature of Interest (check applicable) City, State, Country Name of Interested Party (place of business) Controlling Intermediary St way of VENDOR: ENTER EACH PERSON HAVING INTEREST. Х OWNERS ARE THE CONTROLLING PARTIE VENDOR: WORKERS (OR NON-OWNERS) IN YOUR Х COMPANY ARE INTERMEDIARY PARTIES CHECK BELOW IF APPLICABLE VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. , and my date of birth is (street) (city) (state) (zip code) (country) enalty of perjury that the foregoing is true and correct (year) Signature of authorized agent of contracting business entity (Declarant) **ADD ADDITIONAL PAGES AS NECESSARY**

Form provided by Texas Ethics Commission www.ethics.state.ix.us Revised 12/22/2017 NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 395 **1295**

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CEF	OFFICE USE	
A local services			ficate Number:	· ·	
	Interboro Packaging Corporation		2023-1064228		
_	Montgomery, NY United States			Filed: 4/2023	
2	Name of governmental entity or state agency that is a party to the being filed.	contract for which the form is	00/24	4/2023	
	Jefferson County		Date	Acknowledged:	
3		y or state agency to track or identify	the co	ontract, and pro	vide a
	description of the services, goods, or other property to be provide	ed under the contract.			
	IFB 23-054/MR Catalog Pricing for Janitorial Supplies				
			 1	Nature o	fintarant
4	Name of Interested Party	City, State, Country (place of busine	ess)	(check ap	
_				Controlling	Intermediary
				,	
					<u> </u>
-	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				 Ls
		, and my date of I			
	My address is 1/14 Bracken Rd.	. Hontagnesy, 16	<u>, </u>	12549	<u> </u>
	(street)	(cit)) (str	ate)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct.				
	Executed inCounty,	State of, on the	a4 **_o	day of	, 20 <u></u> 2?
	\Diamond			(month)	(year)
		21 h			
		Signature of authorized agent of cont (Declarant)	racting	g business entity	<u></u>

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

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

7. 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.

8. PAYMENT.

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

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

Invoices shall be submitted to:

Jefferson County Auditing Department Attention: Accounts Payable 1149 Pearl Street, 7th floor Beaumont, TX 77701.

9. 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.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations \$1,000,000 Excess Liability \$1,000,000

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

PAGE 32 OF 61

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

- 11.1.1 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.
- 11.1.2 **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.
- 11.1.3 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.
- 11.2 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.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract refer to Section 10 above.
- 11.4 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.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 11.5.1 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
 - 11.5.2 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.
- 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 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.
- 11.8 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.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 11.9.1 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.
 - 11.9.2 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.
 - 11.9.3 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.
 - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project;
 - 11.9.4.2 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.
 - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 11.9.6 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
 - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 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.
- 11.11 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.

NIODER INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE

Note: Fortid purposes, a general COLAIII will call Hitaever, a COLITAT includes the lightest that Trefferser County as an additional Pistro: "Will be Vaguited from Awarded Blooding prior to the Its categorif a Purchase Order.



INTER-7

40**0P ID: PH**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/21/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). 518-877-8623 PRODUCER
Global Underwriters Agency CONTACT William P Kloc PHONE (A/C, No, Ext): 518-877-8623 FAX (A/C, No): 518-877-8820 PO Box 4987 Clifton Park, NY 12065 ADDRESS: William P Kloc INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Continental Western Ins Co INSURER B. Acadia Insurance Company INSURED Interboro Packaging Corp Northvale Property Assoc LLC 114 Bracken Road Montgomery, NY 12549-2600 INSURER D: INSURER E : INSURER F : COVERAGES **CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD TYPE OF INSURANCE POLICY EFF POLICY EXP **POLICY NUMBER** LIMITS Α COMMERCIAL GENERAL LIABILITY 1.000.000 EACH OCCURRENCE CLAIMS-MADE | X OCCUR CPA5534502 10 300,000 X 02/04/2023 02/04/2024 DAMAGE TO RENTED PREMISES (Ea occurrence) 10,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE PROT 2,000,000 PRODUCTS - COMPIOP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 1,000,000 ANY AUTO CPA5534502 10 02/04/2023 02/04/2024 BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident)
PROPERTY DAMAGE Х HIRED ONLY Х NON-OWNED AUTOS ONLY PROPERTY D. (Per accident) В UMBRELLA LIAB Х OCCUR 2,000,000 EACH OCCURRENCE CUA5540116 10 02/04/2023 02/04/2024 **EXCESS LIAB** CLAIMS-MADE 2,000,000 AGGREGATE 10000 DED X RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) As per written contract certificate holder is named Additional insured.

CERTIFICATE HOLDER		CANCELLATION
Jefferson County 1st Floor	JEFFEB2	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1149 Pearl Street Beaumont, TX 77701		AUTHORIZED REPRESENTATIVE



PO Box 66699, Albany, NY 12206

| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

AAAAAA 112633541 INTERBORO PACKAGING CORP. 114 BRACKEN ROAD MONTGOMERY NY 12549



SCAN TO VALIDATE AND SUBSCRIBE

POLICYHOLDER

INTERBORO PACKAGING CORP. 114 BRACKEN ROAD MONTGOMERY NY 12549 CERTIFICATE HOLDER

IFB 23-054/MR

JEFFERSON COUNTY 1149 PEARL STREET 1ST FLOOR

BEAUMONT TX 77701

POLICY	/ NUMBER
W 9	96 648-2

CERTIFICATE NUMBER 603041 POLICY PERIOD 01/03/2023 TO 01/03/2024

DATE 8/24/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 996 648-2, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County
Bidder's Company/Business Name: http://boro Packaging
Bidder's TAX ID Number: 1-8633541
If Applicable: HUB Vendor No DBE Vendor No
Contact Person: Strate Title: Secretary Phone Number (with area code): 845-780-6200
Alternate Phone Number if available (with area code):
Fax Number (with area code): 845-781-7450
Email Address: abrahama intertoro pacharana com
Mailing Address (Please provide a physical address for bid bond return, if applicable):
114 Braden Rd.
114 Byacter Rd. Address Montaonery, 184 12549 City, State, Zip Gode
City, State, Zin Gode

REQUIRED FORM

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@ieffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffcotx.us. Please reference Bid Number: IFB 23-054/MR.

SCOPE OF PROJECT:

Jefferson County is asking for sealed bids for a catalog discount on the purchase or janitorial supplies for a year with an option to renew for four (4) additional one (1) year terms. All bids must be submitted on the Bid Sheets provided. **DO NOT BIND OR STAPLE BID PACKET**.

It is likely that multiple awards will be made with this bid.

Specifications are for unknown quantities of items to be purchased on an "as needed" basis.

One () current catalog shall be included with this bid. Upon award of contract you will be asked to supply one (1) catalog to Jefferson County departments.

The successful vendor must agree to mark shipments and invoices with a purchase order number. Shipment must be delivered prepaid to the Jefferson County location indicated on the purchase order, unless otherwise specified. Packing lists are to accompany the shipment in a container/carton properly marked as PACKING LIST for distribution to the county with the material.

The successful bidder shall agree that all items shipped in error, such as incorrect colors, etc., will be returned by freight collect and the items will be replaced at no extra cost. Notification of concealed shortages reported by the county are to be accepted by the vendor and items reshipped at no cost to the county. No charge packing list marked with the applicable purchase order number shall be enclosed with each "no charge" shipment.

Based on a review of recent past fiscal years, Jefferson County spends approximately \$275,000.00 per fiscal year on janitorial equipment and supplies.

No Guarantee Annual Volume

This is an "open catalog" bid for purchase as funds become available, however, there is no commitment to purchase any given number of products.

Catalog Requirements

Bidder must provide free of charge to the county and county departments one (1) bound catalog or bound price lists for use in product selection within twenty (20) days after bid is awarded. These bound documents must be clearly labeled on front cover with the name of said bid and beginning and ending contract dates.

Delivery

The County desires to purchase its janitorial products from established merchants **who have goods in stock**, and are prepared to **make delivery within 48 hours**. All delivery and freight charges (F.O.B. Jefferson County various locations listed below) are to be included in bid price. The County reserves the right to change, add, or delete locations. Bidder bears freight charges.

Maintenance Department – Courthouse 1149 Pearl – Basement Beaumont, Texas 77701 Contact: Greg Keller, **4**09-835-8511

Maintenance Department – Subcourthouse 525 Lakeshore Drive Port Arthur, Texas 77640 Contact: Kenneth Shepherd, 409-983-8307

Correctional Facility
5030 Hwy. 69 South
Beaumont, Texas 77705
Contact: Captain Kenneth Harrell, 409-726-2555

Road & Bridge Precinct #1 2205 Hwy. 90 China, Texas 77613 Contact: Paul Truax, 409-434-5430

Road & Bridge Precinct #2 7759 Viterbo Road Beaumont, Texas 77705

Contact: Mike Trahan, 409-719-5950

Road & Bridge Precinct #3 5700 Jade Avenue Port Arthur, Texas 77640 Contact: Jeffery Collins, 409-736-2851

Road & Bridge Precinct #4

7780 Boyt Road Beaumont, Texas 77713

Contact: Derrick Newman, 409-434-5400

Crime Laboratory 5030 Hwy. 69 South, Suite 500 Beaumont, Texas 77705

Contact: Emily Esquivel, 409-726-2577

Jack Brooks Regional Airport 5000 Jerry Ware Dr, Suite 100 Beaumont, Texas 77705 Contact: Duke Youmans, 409-719-4900

Juvenile Probation 5326 Hwy. 69 South Beaumont, Texas 77705

Contact: Chief Ed Cockrell, 409-722-7474

Mid-County Office Building 7933 Viterbo Road Beaumont, Texas 77705

Contact: Bobby Kelly, 409-719-5950

Mosquito Control District 8905 First Street Beaumont, Texas 77705

Contact: Denise Marcel, 409-719-5940

Vendor Profile Information Form

Please answer the following in order to provide a profile of the vendor's capabilities to provide and deliver bid items.

1.	Company Name:	11/19	x polo	Pachac	7/0 R			
	Address: _	1/4	brack	en Rel.				
	_	You	Haone	of res	1254	9		
	Telephone:	845787	96200 ()			abraham	Dinterb	o wbook ad
2.	List offices closest to	Beaumont.						
	Name: _	Int	erborc	o Pac	Lagina			_
	Address:	$\mu t/$	Frac	o Pac Len Vd	<u>. 00</u>			
					1 12549		_	
2	How long has your so	mnany don	a bucinoce i	n Cauthaact T				
	How long has your co existing name?					40	_ years	
3.4.		not have a lo				40	_	
4.	existing name? If the company does remeet the county's need	not have a lo	ocal office in	n Southeast T		es the bidder pro	_	
4.	existing name? If the company does remeet the county's need	not have a lo	ocal office in	n Southeast T	exas, how doe	es the bidder pro	_	
4.	existing name? If the company does remeet the county's need	not have a lo	ocal office in	n Southeast T	exas, how doe	es the bidder pro	_	
4.	existing name? If the company does remeet the county's need	not have a lo	ocal office in	n Southeast T	exas, how doe	es the bidder pro	_	
4.	existing name? If the company does remeet the county's need	not have a lo	ocal office in	n Southeast T	exas, how doe	es the bidder pro	_	
4. - - - 5.	existing name? If the company does remeet the county's new less. Does the bidder have	not have a lo eds? personnel v	ocal office in who can visi	n Southeast T	exas, how doe	es the bidder pro	pose to	
4. - - - 5.	existing name? If the company does remeet the county's new less. Does the bidder have may be needed or pro-	personnel voblems resolute	ocal office in who can visi	n Southeast T	exas, how doe	es the bidder pro	pose to	

Vendor Profile Information Form (Continued)

7.	Do you have a fax machine for electronic communication purposes with your customers?	Yes 🗹	No □
8.	Do you accept purchase orders via email?	Yes 🗹	No □
9.	Do you have a toll-free telephone number for use by your customers?	Yes 🗹	No 🗆 /
10.	Are there any limitations in your ability to receive and deliver purchases to the county and departments within 48 hours?	Yes □	No∀
	If yes, please explain:		
-			

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 amend	nent(s): <u>૧૯</u> ૦૧ ૯	·
I certify, under penalty of perjury, that I have the	e legal authorization to bind	the firm hereunder:
Company Name	For clarification of th	is offer, contact:
14 Brachen Rd. Address	Name & Title	orth Socretony
City State Zip Signature of Person Authorized to Sign Printed Name	Phone Morahaman E-mail	8457812450 Fax nterboropactaging con
Title		

REQUIRED FORM

ACCEPTANCE OF OFFER

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

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

This contract shall henceforth be referred to as Contract No. IFB 23-054/MR, Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COOKIEKSIGNED.	
Jeff R. Branick, County Judge JEFFERSON COUNTY, TEXAS	Date
ATTEST:	
Roxanne Acosta Hellberg, County Clerk	Date



COUNTERSIGNED:

BIDGER: INSERT ALL ADDENDA BEHIND THIS PAGE. PLEASE DE SURE TO COMPLETE, SIGN, ATTEST, AND DATÉ LACH ADDENDUM.

BID FORM

CATALOG DISCOUNT: Flat rate of discount you will allow from your current catalog w the below noted exceptions:	ith
	<u>50</u> %
Comments: 50? OFF Correct Containings	
PRICE LIST DISCOUNTS: Flat rate of discount you will allow from your price list with the exceptions:	ne below noted
	nla %
Comments:	
SHELF PRICE DISCOUNTS: Flat rate of discount you will allow from your shelf price wit exceptions:	th the below noted
	nla%
Comments:	
EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS	
None	

Dated Purchase Orders

The bidder shall be required to honor all purchase orders dated prior to the contract expiration date if received by the bidder within fifteen (15) days following the date of expiration.

Questions concerning the terms and conditions will be directed in writing to the County's purchasing department for receipt no later 5:00 pm, Friday, September 8, 2023. Inquiries must reference the date of "bid opening." Having carefully examined the Specific Terms and Conditions, Specifications and Bid Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

Signature: Date: 8 34 33

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

PAGE 45 OF 61

Bid Form (Continued)

I understand that the bid proposal submitted incorporates all of the requirements contained in the Bid Packet and our company is in a position to comply with same.

Company:	Interboro Packaging
Sales Contact:	Abiaham Jeremias Phone: 845782630
Address:	114 Brocken Rd. Hontgomery 194 12549
Phone No.:	84578362300
Fax No:	8457812450
E-mail:	abjaham@intertoropachaging com
Employee Identi	fication Number: 11-3033541
Authorized Signa	eture: An An

REQUIRED FORM

VENDOR REFERENCES FORM

Bidder: 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.

REFERENCE ONE	상의 회가 가는 회문에게 한 보면 하게 하고 보험된다. 1985년 - 1985년 및 기업적 중요 1987년 1882년 1883년
Government/Company Name:	Ferences are attached
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	Contract Period:
Scope of Work:	
REFERENCE TWO	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	Contract Period:
Scope of Work:	
REFERENCE THREE	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	Contract Period:
Scope of Work:	

Nationwide Service

114 Bracken Road Montgomery, New York 12549-2600 (845) 782-6800 Fax (845) 781-2450

E-mail: interboro@frontiernet.net

Contract References

Broward County School Board 3800 N.W. 10th Avenue Oakland Park, FL 33309 Contact Person: Silvia Valvezan

Tel: (754) 321-4718

Email: silvia.valvezan@browardschools.com

City of Boston One City Hall Square Boston MA 02201 Contact Person: Brian Heger

Tel: (617) 635-2201

Email: brian.heger@boston.gov.

Rockingham County Nursing Home 117 North Road Brentwood, NH 03833 Contact Person: Karen Demuth

Tel: (603) 679-9322

Email: kdemuth@co.rockingham.nh.us

Shelby County Schools 2970 Jackson Avenue Memphis, TN 38112 Contact Person: Mary Taylor Tel: (901) 416-2372 or 901-416-5376 Email: ewcnclogistics@scsk12.org

Dallas County Facilities Department 113 West Commerce Street Dallas, TX 75207 Contact Person: Cyndi Armendariz Tel: (214) 653-2965

Email: Cynthia.Armendariz@dallascounty.org

Passaic County 495 River Street Paterson, NJ 07524 Contact Person: Steve Orsini

Tel: 973-881-4425

Email: steveo@passaiccountynj.org

Anne Arundel County Public Schools 8307 Grover Road Millersville, MD 21108 Contact Person: Charles Dorsey

Tel: 410-222-3861

Email: CDORSEY@AACPS.org

Columbus Consolidated Govt. 1011 Cusseta Road Columbus, GA 31901 Contact Person: Shaionnica Arrington Phone: (706) 225-4940

Email: SArrington@columbusga.org

Lee County School District 3308 Canal Street Ft. Myers, FL 33916 Contact Person: Guy Willin

Tel: (239) 479-4291

Email: GuyGW@LeeSchools.net

Montgomery Co. Correctional Facility 60 Eagleville Road Eagleville, PA 19403 Contact Person: Timothy Haley Tel: (610) 635-7164

Email: THaley@Montcopa.org

Petersburg City Public Schools 920 E. Wythe Street Petersburg, VA 23803 Contact Person: Franklin Manson Tel: 804-481-6842

Email: frmanson@petersburg.k12.va.us

Bibb County School District 2011 Riverside Drive Macon, GA 31204 Contact Person: Donnica Turner Tel: (478) 779-2608

Email: donnica.turner@bcsdk12.net

Montgomery County Public Schools 208 College Street Christiansburg, VA 24073 Contact Person: Donnie Linkous Tel: (540) 381-6128 donaldlinkous@mcps.org

Shenendehowa Cen. School District 8 Enterprise Avenue Clifton Park, NY 12065-3424 Contact Person: Don Baranowski Tel: (518) 881-0235 #62801 Email: marsdonn@shenschools.org

City of Holyoke 728 Main Street Holyoke, MA 01040 Contact Person: Matthew Dupont

Tel: (413)-219-6191

Email: mattdupont@hps.holyoke.ma.us

Westmoreland County Manor 2480 South Grande Greensburg, PA 15601 Contact Person: Linda McIlnay

Tel: 724-830-4076

Email: lmcilnay@co.westmoreland.pa.us

Town of Old Orchard Beach 103 Smithwheel Drive Old Orchard Beach, ME 04064 Contact Person: Lisa Wilson Tel: (207) 934-2250

Email: Iwilson@oobmaine.com

Monroe County Hall of Justice 130 S. Plymouth Avenue Rochester, NY 14614 Contact Person: Randy Morgan

Tel: (585) 301-5876

Email: BrandonMorgan@monroecounty.gov

Philadelphia International Airport 8401 Executive Avenue Philadelphia PA 19153 Contact Person: Jeffrey Szarek

Tel: 215-937-5582

Email: Jeffrey.Szarek@phl.org

Polk County School Board 965 US Highway 60 East Bartow, FL 33830

Contact Person: Elizabeth Satterwhite

Tel: (863) 534-0576/0907

Email: elizabeth.satterwhite@polk-fl.net

Perth Amboy Board of Education 300 Eagle Avenue Perth Amboy, NJ 08861Contact Person: Diana Meneses-Luchento Tel: 732-376-6200 #30271

Email: dianmenesesluchento@paps.net

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?
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.
Interbora Packaging of h

Street & Mailing Address

Hontagney 14 12549

City, State & Zip

Telephone Number

#tig: 04, 0003

Date Signed

8457813450

Fax Number

Signature

REQUIRED FORM

Bidder (Entity Name)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official (Please Print)

Date

REQUIRED FORM

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ		
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICEUSE ONLY		
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.008(a).	Date Received		
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.			
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.			
☐ Name of vendor who has a business relationship with local governmental entity.			
Interboro Packaging			
2 Check this box if you are filing an update to a previously filed queet granaire.			
(The law requires that you file an updated completed questionnaire with the applicate than the 7th business day after the date on which you became aware that the originocomplete or inaccurate.)			
Name of local government officer about whom the information in this section is being disci	osed.		
KIB			
Name of Officer			
This section (item 3 including subparts: A, B, C, & D) inust be completed for each officer we employment or other business relationship as defined by Section 176.001(1-a), Local Govern 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 vendor?	ncome, other than investment		
Yes No			
B. is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the loc			
Yes No			
C. is the filer of this questionnaire employed by a corporation or other business entity will government officer serves as an officer or director, or holds an ownership interest of one percentage.			
Yes No			
D. Describe each employment or business and family relationship with the local government officer named in this section.			
MIA			
of h	8/24/22		
Signature of vendor doing business with the governmental entity) ats		

REQUIRED FORM



LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

Γ	LOCAL GOVERNMEN	NT OFFICER	FORM CIS
۱	CONFLICTS DISCLO	SURE STATEMENT	
ŀ		-	
ı	· •	nde to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
g		e local governmental entity that the following local ' re of facts that require the officer to file this statement at Government Code.	Date Received
	Name of Local Government Offic	er	
2	Office Held		
尴			
3	Name of vendor described by Se	ctions 176.001(7) and 176.003(a), Local Government	Gode
4 1	Description of the nature and ext	ent of employment or other business relationship w	ith vendor named in item 3
	•		
5		overnment officer and any family member, if aggreg eeds \$100 during the 12-month period described by	
	from vendor named in from 3 oxc	Section 176,003(a)(2)(B).	
	Date Gift Accepted	Description of Gift	
	Date Gift Accepted	Description of Gift	
	Пате сти Ассертас	Description of Gift	
_	markad som markad renew 1994 - 1994 (1994) (1994) (1994) (1994) (1994) (1994) (1994) (1994) (1994) (1994) (1994	(attach additional forms as necessary)	
8	AFFIDAVIT	I swear under penalty of perjury that the above statement i	
		that the disclosure applies to each family member (as defi Government Code) of this local government officer. I also	
		covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.
		Signature of Local	Government Officer
	AFFIX NOTARY STAMP / SEAL ABO	DVE.	
		he saki	, this the day
		certify which, witness my hand and seal of office.	
	Signature of officer administering oath	Printed name of officer administering oath	Fittle of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder in	-11.	tilize S	Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
opportur Contract minimun exceed t	nities, the or/Consulta n efforts th he goals o	follo ant, a nat sh f HUE	o determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting wing checklist and supporting documentation shall be completed by the Prime and returned with the Prime Contractor/ Consultant's bid. This list contains the sould be put forth by the Prime Contractor/Consultant when attempting to achieve or Subcontractor participation. The Prime Contractor/Consultant may extend his/her Subcontractor participation beyond what is listed below.
		Dio	d 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)?
ØYes	□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.
ŀ			cted, please explain and include any pertinent documentation with your bid.
3/10	ou He	-J-{c	L A
Printe	ed Name of	Autho	orized Representative Signature
ع	ger et	pro	8/24/23
-		Titl	Date
Bidder		ompl	ete this form

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded). Yes No	
Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.	
Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.	
Contractor Name: /nterboro Packaging HUB: Yes No Address: 14 Bracken Rd. Montagnery M 12549 Street City State Zio	
Phone (with area code): 84517310700 Fax (with area code): 8151810450	
Project Title & No.: 33-054/MR Jantonal Supplies	
Prime Contract Amount: \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
HUB Subcontractor Name: None-Interboro is a certified SIMIWBE of Will Self Perf HUB Status (Gender & Ethnicity):	icon,
Certifying Agency: \square Tx. Bldg & Procurement Comm. \square Jefferson County \square Tx Unified Certification Prog.	
Address: Street City State Zip	
Phone (with area code):	
Proposed Subcontract Amount: \$ Percentage of Prime Contract:	
Description of Subcontract Work to be Performed:	
Blimy Merts 2 1 8/04/03	
Printed Name of Contractor Representative Signature of Representative Date	

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's

Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

PAGE S3 OF 61



May 7, 2014

File ID: 46266

Mrs. Edith Jeremias Interboro Packaging Corporation 114 Bracken Road Montgomery, NY 12549

Dear Mrs. Edith Jeremias:

The New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) has determined that your firm, Interboro Packaging Corporation, continues to meet eligibility requirements for re-certification, pursuant to Executive Law, Article 15-A and 5NYCRR Section 140 through 145 of the Regulations.

Therefore, we are pleased to inform you that your firm, has once again, been granted status as a Women Business Enterprise (WBE). Your business will continue to be listed in the State's Directory of Certified Businesses with codes listed on the following page.

This Certification remains in effect for a period of generally three (3) years from the date of this letter or until such time as you are selected again, by this office for re-certification. Any changes in your company that affect ownership, managerial and/or operational control, must be reported to this Office within thirty (30) days of such changes; including changes to company name, business address, telephone numbers, principal products/services and bonding capacity.

The Certification status is not intended to imply that New York State guarantees your company's capability to perform on contracts, nor does it imply that your company is guaranteed any State business.

Thank you for your cooperation. On behalf of the State of New York, I wish you luck in your business endeavors, particularly those involving State agencies.

Yours sincerely,

Scott Munson

Director of Certification

9/17/2020 B2Gnow





Department of Purchasing & Contract Compliance

Mario Avery, MBA, MCA
Contract Compliance Administrator

Suite 1168 130 Peschtree Street, S.W. Atlanta, GA 30303 www.fultoncountyga.gov

Main: (404) 612-6300

September 17, 2020

Mrs. Edith Jeremias Interboro Packaging Corp. 114 Bracken Road Montgomery, NY 12549-2600

Dear Mrs. Jeremlas:

The Fulton County Office of Contract Compliance has reviewed your application for Minority/Female Business Enterprise ("MFBE") recertification. Based on our evaluation of the information submitted, your firm has met the requirements for certification renewal.

Your firm's certification will last for a period of two (2) years beginning with the effective date of this letter. You may apply for recertification as a MFBE three months prior to the certification expiration date. Failure to recertify your company within six (6) months after certification has expired will require your company to repeat the certification process in its entirety. If at any time during your certification period there is a change in management, ownership or control of your firm, you are required to update your firm's profile. If your firm relocates during the certification period please update your profile as well. Failure to maintain accurate information on your firm may result in removal of your firm from the Minority/Female Business Enterprise (MFBE) Directory.

If you have any questions or require further assistance, please feel free to contact our office at (404) 612-6300. We wish you continued success in your business endeavors.

Sincerely,

Mario Avery

Contract Compliance Administrator

Main B. Aver



Small Business Enterprise (SBE) Interboro Packaging Corp.

Interboro Packaging Corp.

has filed with the Agency an Affidavit as defined by NCTRCA Small Business Enterprise (SBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 424130: INDUSTRIAL AND PERSONAL SERVICE PAPER MERCHANT WHOLESALERS

This Certification commences February 25, 2022 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: February 29, 2024

Issued Date: February 25, 2022

CERTIFICATION NO. WFSB28929N0224

Educio Witchell

Certification Administrator



September 30, 2021

Edith Jeremias Interboro Packaging Corp. 114 Bracken Road Montgomery, NY 12549-2600

RE: Women Business Enterprise (WBE) Certification Affidavit No. 6921

Dear Mrs. Jeremias:

Congratulations! Your firm has been certified by the North Central Texas Regional Certification Agency ("NCTRCA") as a Women Business Enterprise (WBE) in accordance with NCTRCA MBE/WBE/SBE certification eligibility program requirements. Your Certification Identification Number is **WFWB95929N0923**. Your firm is certified as a MBE/WBE/SBE in the following areas listed on page 2.

This certification is valid for two years from the date of this letter or, unless and until it has been removed in accordance with NCTRCA MBE/WBE/SBE certification eligibility procedures. In order to remain certified, you must submit every two years, on the anniversary of your certification, a "No Change Affidavit".

A No Change Affidavit is a sworn affidavit affirming that there have been no changes in the firm's circumstances affecting its ownership or control, or any material change in the information provided in its application for MBE/WBE/SBE certification, including the support documentation. Any changes to contact information, ownership, and/or expansion of services must be communicated to the NCTRCA within thirty (30) days of the change. Failure to provide these changes could result in your firm being removed from the certified vendor database. The NCTRCA reserves the right to re-evaluate a firm's certification status at anytime that it determines such re-evaluation is warranted.

Thank you for your participation in the NCTRCA MBE/WBE/SBE Certification Program. Please contact me at 817-640-0606 if you have any questions or if I can be of assistance to you.

Sincerely,

Elicia Mitchell, MPA, MCA, ADR Director of Operations

Sicia Mitchell

Page 2

September 30, 2021

Edith Jeremias Interboro Packaging Corp.

This firm is Certified under the following commodity codes/area(s) of specialty:

NAICS 424130: INDUSTRIAL AND PERSONAL SERVICE PAPER MERCHANT WHOLESALERS



Edith Jeremias Interboro Packaging Corp. 114 Bracken Road Montgomery, NY 12549-2600

Dear Edith Jeremias:

We are pleased to inform you that your application for certification in our Small, Minority, Woman and Veteran Business Enterprise (S/M/W/V) Program has been approved. Your firm met the requirements of the SCTRCA Policy and Procedure Manual and is currently certified as a:

*ESBE SBE WBE

Certification Number: 223039500

Certification Expiration: March 16, 2025

Providing the following products or services:

NAICS 423450: MEDICAL, DENTAL, AND HOSPITAL EQUIPMENT AND SUPPLIES MERCHANT

WHOLESALERS

NAICS 423450: SURGICAL APPLIANCES MERCHANT WHOLESALERS

NAICS 423850; SERVICE ESTABLISHMENT EQUIPMENT AND SUPPLIES MERCHANT WHOLESALERS

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occured affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. Your expiration date is March 16, 2025.

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

Sandra Ramos Executive Director

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

B Status (Gender & Ethnicity): Small Manoritar Work Work Street City State State State Street City State State State State State State State State State State State State State State State Stat	1 5 1 2 1
B Status (Gender & Ethnicity): Small, Manorital a work dress: The Arachen led, Montagement with area code): Street City State One (with area code): SA15 18 (23	2ip a code): AFP No.: tract(s): \$ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Street City State One (with area code): SA1518 (8300 Fax (with area code): SA1518 (83	Zip a code): CEP No.: tract(s): \$ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Street City State One (with area code): SA1518 (8300 Fax (with area code): SA1518 (83	Zip a code): CEP No.: tract(s): \$ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Street City State one (with area code): SH1513 (23 Fax (with area code): Fax (with are	Zip a code): EFP No.: tract(s): \$ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
IFB/R cal Contract: \$ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	tract(s): \$\\\00\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Total HUB Subcontenstruction HUB Goals: 12.8% MBE:: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	tract(s): \$\\\00\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native Americanse these goals as a guide to diversify. Hub office Use ONLY: Iffication date HUB Program Office reviewed and verified HUB Sub Information Date: TI. HUB SUBCONTRACTOR DISCLOSURE B Subcontractor Name: B Status (Gender & Ethnicity): fying Agency: Texas Bldg & Procurement Comm. Texas Unified Certifications:	% WBE: %
Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native Americans Use these goals as a guide to diversify. HUB OFFICE USE ONLY: Iffication date HUB Program Office reviewed and verified HUB Sub Information Date: TI. HUB SUBCONTRACTOR DISCLOSURE B Subcontractor Name: B Status (Gender & Ethnicity): fying Agency:	an, 0.8% Asian American.
Use these goals as a guide to diversify. HUB OFFICE USE ONLY: Iffication date HUB Program Office reviewed and verified HUB Sub Information Date: TI. HUB SUBCONTRACTOR DISCLOSURE B Subcontractor Name: B Status (Gender & Ethnicity): fying Agency:	·
Use these goals as a guide to diversify. HUB OFFICE USE ONLY: Iffication date HUB Program Office reviewed and verified HUB Sub Information Date: TI. HUB SUBCONTRACTOR DISCLOSURE B Subcontractor Name: B Status (Gender & Ethnicity): fying Agency:	·
Ification date HUB Program Office reviewed and verified HUB Sub Information Date: TI. HUB SUBCONTRACTOR DISCLOSURE B Subcontractor Name: B Status (Gender & Ethnicity): fying Agency: Texas Bldg & Procurement Comm. Texas Unified Certifications:	Initials:
fying Agency: Texas Bldg & Procurement Comm. Texas Unified Certific	
fying Agency: Texas Bldg & Procurement Comm. Texas Unified Certific	
	Zìp
ntact person: Title:	
one (with area code): Fax (with area	a code):
posed Subcontract Amount: \$ Percentage	of Prime Contract: %
scription of Subcontract Work to be Performed:	

and include with bid submission.



HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

HUB Status (Gender & Ethnicity):	
Certifying Agency: Tx. Bidg & Procurement Cor	nm.
Address:	
Street	City State Zip
Contact person:	Title:
Phone (with area code):	Fax (with area code):
	Danas Land of Drives Contracts
Description of Subcontract Work to be Performed:	Percentage of Prime Contract:
Description of Subcontract Work to be Performed: HUB Subcontractor Name:	
Description of Subcontract Work to be Performed: HUB Subcontractor Name: HUB Status (Gender & Ethnicity):	
Description of Subcontract Work to be Performed: HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Eertifying Agency: Tx. Bldg & Procurement Con	
Description of Subcontract Work to be Performed: HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Ertifying Agency: Tx. Bldg & Procurement Con	nm.
Description of Subcontract Work to be Performed: HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency:	nm.
Description of Subcontract Work to be Performed: HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Ertifying Agency: Tx. Bldg & Procurement Con	nm.
Description of Subcontract Work to be Performed: HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency:	nm.

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

REQUIRED FORM

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4 PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS Instructions to Bidder: 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: Yes Was the Jefferson County HUB Office contacted for assistance in locating HUBs? 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: 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 Contact person: Fax (with area code): Phone (with area code): Percentage of Prime Contract: Proposed Subcontract Amount: \$

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

Description of Subcontract Work to be Performed:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

		PAGE 4 (of 4		
Subcontractor Name:					-
Address:					
Street	r	City	State	Zip	
Contact person:		<u>\</u>			
Phone (with area code):			Fax (with are	ea code):	
Proposed Subcontract Amo	unt: \$		Percentage	e of Prime Contract:	<u>%</u>
Description of Subcontract	Work to be Performed:				
Subcontractor Name:					
Address:					
Street		City	∫ State	Zip	
Contact person:		/\/_	Title:		
Phone (with area code):		/ f	! Fax (with are	a code):	
Proposed Subcontract Amo	unt: \$		Percentage	e of Prime Contract:	<u> </u>
Description of Subcontract	Work to be Performed:				
this form, and attached ar	ny necessary support	documentation	as required. I fo	truthfully completed all ap ully understand that intent or termination of any result	ionally falsifying
Name (print or type):	Flime W.				
Title:	Escrotors	0			
Signature:	The N	7			
ے Date:	8/24/23				
E-mail address:	abraham	@Intexbox	opakaging	com	
Contact person that will be			1 1 1)	
Name (print or type):	Chain R	Hetman			
Title:	Treasure	UX .		REQUIRED FORM	
Date:	8/24/23	}		Bidder: Please con	nplete this form
E-mail address:	Chaima) Intextoo	MODOCKagin	and include with b	id submission.
		,	, 0	\circ	

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) "Non-resident 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.

	this state	? .	
	Government Code §2252.001. I certify that <u>Interboro</u> [compa		[company name] is a Resident Bidder of Texas as defined in
₽			[company name] is a Nonresident Bidder as defined in principal place of business is
Тахр	payer Identificatio	n Number (T.I.N.):	11-20335241
Con	npany Name subm	itting bid/proposal:	Interboro Packaging
Mai	ling address:	114 Bracke	n Rd. Montgomery M 12549
If yo	ou are an individua		esses of any partnership of which you are a general partner:
	AY		

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

Jefferson County Tax Acct. No.*	Property address or location**
None	

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

REQUIRED FORM

HOUSE BILL 89 VERIFICATION

I, Blimy Mortz, the undersigned representative of (company or busine
name) Interforce Pochaging (heretofo
referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by tundersigned notary, do hereby depose and verify under oath that the company named above, under t
provisions of Subtitle F, Title 10, Government Code Chapter 2270:
provisions of Substitute 19 (1996 20) Government Godd Gridpter 2270.
1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.
Pursuant to Section 2270.002, Texas Government Code:
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking a
action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Isra
or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include
action made ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, jo
venture, limited partnership, limited liability partnership, or an limited liability company, including a who
owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or busine
association that exist to make a profit.
Signature of Company Representative
\mathcal{O}_{1}
THUE OF 10003
Date
On this <u>Au</u> day of <u>HVC</u> , 20 23, personally appeared
Slime Hear , the above-named person, who after by me being
duly sworn, did swear and confirm that the above is true and correct.
Notary Seal
Notary Signature
MAYER JEREMIAS
NOTARY PUBLIC, STATE OF NEW YORK 8/29/25
NO. 01JE6343141 QUALIFIED IN ORANGE COURTY
MY COMMISSION EXPIRES JUNE (16, 2024)

REQUIRED FORM

SENATE BILL 252 CERTIFICATION

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

Company Name	
IFB/RFP/RFQ number	
Certification check performed by:	
Purchasing Representative	
Date	

THIS FORM IS FOR OFFICE USE ONLY

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 furthe which prices are extended at the price offered Notice to Bidders.		_	,
STATE OF NEW JOXX	COUNTY OF_	Otango	
BEFORE ME, the undersigned authority, a Not			
on this day personally appeared	<u> (name)</u>	len	, who
after being by me duly sworn, did depose and	say:		
for harry of firm)	and have b	a duly authorized of een duly authorize	ed to execute the
foregoing on behalf of the said (name of f	<u> ハトモドロので</u> irm)	o ladora	inc .
I hereby certify that the foregoing bid has not or persons engaged in the same line of busine the Bidder is not now, nor has been for the pagreement or combination, to control the pripersons to bid or not to bid thereon." Name and address of Bidder:	ess prior to the const six (6) monice of services/	official opening of the opening of t	this bid. Further, I certify that directly concerned in any pool or on, or to influence any person or
Fax: 8457612450	Telephone	6# 8:42183(
by: Pring Hertz (print name)		Secretar	
Signature:			
SUBSCRIBED AND SWORN to before me by the	e above-named	l	on
this the 24th day of Jugst		2023	MAYER JEREMIAS NOTARY PUBLIC, STATE OF NEW YORK
REQUIRED FORM Bidder: Please complete this form and include with hid submission	Notary Public		NO. 01JE6343141 QUALIFIED IN ORANGE COUNTY MY COMMISSION EXPIRES JUNE 06, 2024

Bidder: Please complete this form and include with bid submission.

MEDICAL/FIRST AID SUPPLIES CATALOG

Interboro Packaging Corporation

114 Bracken Road Montgomery, NY 12549-2600 (845) 782-6800

Item Number	Product	Size	Count	Price	Discount	Net Price
1	Polyethylene Gloves	Small	10,000/Case	\$276.00	50%	\$138.00
2	Polyethylene Gloves	Medium	10,000/Case	\$276.00	50%	\$138.00
3	Polyethylene Gloves	Large	10,000/Case	\$276.00	50%	\$138.00
4	Polyethylene Gloves	X-Large	10,000/Case	\$276.00	50%	\$138.00
5	Latex Powdered-Exam Gloves	Medium	1,000/Case	\$280.00	50%	\$140.00
6	Latex Powdered-Exam Gloves	Large	1,000/Case	\$280.00	50%	\$140.00
7	Latex Powdered-Exam Gloves	X-Large	1,000/Case	\$280.00	50%	\$140.00
8	Latex Powder-Free Exam Gloves	Small	1,000/Case	\$260.00	50%	\$130.00
9	Latex Powder-Free Exam Gloves	Medium	1,000/Case	\$260.00	50%	\$130.00
10	Latex Powder-Free Exam Gloves	Large	1,000/Case	\$260.00	50%	\$130.00
11	Latex Powder-Free Exam Gloves	X-Large	1,000/Case	\$260.00	50%	\$130.00
12	Vinyl Powdered Exam Gloves	Small	1,000/Case	\$196.00	50%	\$98.00
13	Vinyl Powdered Exam Gloves	Medium	1,000/Case	\$196.00	50%	\$98.00
14	Vinyl Powdered Exam Gloves	Large	1,000/Case	\$196.00	50%	\$98.00
15	Vinyl Powdered Exam Gloves	X-Large	1,000/Case	\$196.00	50%	\$98.00
16	Vinyl Powdered Gloves	Small	1,000/Case	\$180.00	50%	\$90.00
17	Vinyl Powdered Gloves	Medium	1,000/Case	\$180.00	50%	\$90.00
18	Vinyl Powdered Gloves	Large	1,000/Case	\$180.00	50%	\$90.00
19	Vinyl Powdered Gloves	X-Large	1,000/Case	\$180.00	50%	\$90.00
20	Vinyl Powder-Free Exam Gloves	Small	1,000/Case	\$196.00	50%	\$98.00
21	Vinyl Powder-Free Exam Gloves	Medium	1,000/Case	\$196.00	50%	\$98.00
22	Vinyl Powder-Free Exam Gloves	Large	1,000/Case	\$196.00	50%	\$98.00
23	Vinyl Powder-Free Exam Gloves	X-Large	1,000/Case	\$196.00	50%	\$98.00
24	Vinyl Powder-Free Gloves	Small	1,000/Case	\$180.00	50%	\$90.00
25	Vinyl Powder-Free Gloves	Medium	1,000/Case	\$180.00	50%	\$90.00
26	Vinyl Powder-Free Gloves	Large	1,000/Case	\$180.00	50%	\$90.00
27	Vinyl Powder-Free Gloves	X-Large	1,000/Case	\$180.00	50%	\$90.00
28	Nitrile Powder-Free Exam Gloves	Small	1,000/Case	\$468.00	50%	\$234.00
29	Nitrile Powder-Free Exam Gloves	Medium	1,000/Case	\$468.00	50%	\$234.00
30	Nitrile Powder-Free Exam Gloves	Large	1,000/Case	\$468.00	50%	\$234.00
31	Nitrile Powder-Free Exam Gloves	X-Large	1,000/Case	\$468.00	50%	\$234.00
32	Aprons	24" X 42"	1,000/Case	\$130.00	50%	\$65.00
33	Aprons	28" X 46	1,000/Case	\$196.00	50%	\$98.00

Interboro Packaging Corporation 114 Bracken Road Montgomery, New York 12549

Fax: (845) 781-2450 Tel: (845) 782-6800 e-mail: abraham@interboropackaging.com

Orders can be placed by mail, e-mail, faxed or by calling (845) 782-6800

					Volume Tres	pscoust	Nel Proe		FOR DEED	
INT-2423-Super Exh	r Exh	Super Extra Heavy	1000	Can Liners	\$76.06	%09	\$38.03	1707/1/1	Destination	Included
INT-2423-Hvy		Heavy	1000	Can Liners	\$65.80	20%	\$32.90	1707/1/1	Destination	Included
INT-2423-R		Regular	1000	Can Liners	\$55.08	20%	\$27.54	1/1/2021	1/1/2021 Destination	Included
INT-2324-R		Regular	1000	Can Liners	\$47.90	%05	\$23.95	1/1/2021	Destination	Included
INT-3339-Super Ex-Hv	er Ex-Hvy	Super Extra Heavy	100	Can Liners	\$50.10	20%	\$25.05	1/1/2021	1/1/2021 Destination	Included
INT-3339-Super Exh	per Exh	Super Extra Heavy	250	Can Liners	\$74.50	%09	\$37.25		1/1/2021 Destination	Included
INT-3339-Exh	ų	Extra Heavy	250	Can Liners	\$69.30	20%	\$34.65	1/1/2021	1/1/2021 Destination	Included
INT-3339-Hvy	у	Heavy	250	Can Liners	\$51.80	20%	\$25.90	1/1/2021	1/1/2021 Destination	Included
INT-3340-Hvy	y	Неачу	200	Can Liners	\$68.20	%09	\$34.10	1/1/2021	Destination	Included
INT-3658-Super Ex-Hv	iper Ex-Hvy	Super Extra Heavy	100	Can Liners	\$59.80	%05	\$29.90	1/1/2021	Destination	Included
INT-3658-Super Exh	uper Exh	Super Extra Heavy	100	Can Liners	\$56.26	%09	\$28.13	1/1/2021	Destination	Included
INT-3658-Exh	y.p.	Extra Heavy	100	Can Liners	\$52.10	%09	\$26.05	1/1/2021	1/1/2021 Destination	Included
INT-3658-Hvy	łvy	Heavy	100	Can Liners	\$47.26	%09	\$23.63	1/1/2021	Destination	Included
INT-3660-Hvy	Hvy	Heavy	200	Can Liners	\$59.26	20%	\$29.63	1/1/2021	1/1/2021 Destination	Included
INT-3036-	INT-3036-Super Ex-Hvy	Super Extra Heavy	100	Can Liners	\$48.26	%05	\$24.13	1/1/2021	1/1/2021 Destination	Included
INT-3036-Super Exh	Super Exh	Super Extra Heavy	250	Can Liners	\$64.80	%05	\$32.40	1/1/2021	Destination	Included
INT-3036-Exh	, th	Extra Heavy	250	Can Liners	\$56.06	50%	\$28.03	1/1/2021	1/1/2021 Destination	Included
INT-3036-Hvy	vy	Heavy	250	Can Liners	\$49.10	%05	\$24.55	1/1/2021	Destination	Included
INT-3037-H		Heavy	905	Can Liners	\$63.10	%05	\$31.55	1/1/2021	Destination	Included
INT-4048-S	INT-4048-Super Ex-Hvy	Super Extra Heavy	100	Can Liners	\$57.80	%09	\$28.90	1/1/2021	Destination	Included
INT-4048-Super Exh	uper Exh	Super Extra Heavy	100	Can Liners	\$55.20	%05	\$27.60	1/1/2021	1/1/2021 Destination	Included
INT-4048-Exh	xh	Extra Heavy	100	Can Liners	\$49.66	%05	\$24.83	1/1/2021	1/1/2021 Destination	Included
INT-4048-Hvy	vy	Heavy	250	Can Liners	\$62.10	%05	\$31.05	1/1/2021	1/1/2021 Destination	Included
INT-4048-Hvy	(vy	Heavy	250	Can Liners	\$60.10	%05	\$30.05	1/1/2021	1/1/2021 Destination	Included
INT-4048-H	I	Heavy	250	Can Liners	\$53.48	%05	\$26.74	1/1/2021	Destination	Included
INT-2433-Exh	xh	Extra Heavy	200	Can Liners	\$66.06	%05	\$33.03	1/1/2021	Destination	Included
INT-2433-X-Hvy	-Hvy	Ехtra Heavy	200	Can Liners	\$63.26	%05	\$31.63	1/1/2021	1/1/2021 Destination	Included

Interboro	24×33	INT-2433-Med	Regular	1000	Can Liners	\$64.20	20%	\$32.10	1/1/2021	1/1/2021 Destination	Included
Interboro	24x33	INT-2433-R	Regular	1000	Can Liners	\$51.96	%05	\$25.98	1/1/2021	Destination	Included
Interboro	43x48	INT-4348-Super Ex-Hvy	Super Extra Heavy	100	Can Liners	\$69.10	20%	\$34.55	1/1/2021	1/1/2021 Destination	Included
Interboro	43×48	INT-4348-Super Exh	Super Extra Heavy	100	Can Liners	\$64.78	20%	\$32.39	1/1/2021	/1/2021 Destination	Included
nterboro	43x48	INT-4348-Exh	Extra Heavy	100	Can Liners	\$52.24	20%	\$26.12	1/1/2021	1/1/2021 Destination	Included
Interboro	43×48	INT-4348-Hvy	Heavy	200	Can Liners	\$59.80	50%	\$29.90	1/1/2021	1/1/2021 Destination	Included
Interboro	43x48	INT-4348-XH	Extra Heavy	200	Can Liners	\$62.04	20%	\$31.02	1/1/2021	Destination	Included
Interboro	43x48	INT-4348-X-Hvy	Ехtга Неаvy	700	Can Liners	\$52.68	20%	\$26.34	1/1/2021	1/1/2021 Destination	Included
Interboro	43x48	INT-4348-H	Heavy	200	Can Liners	\$49.90	20%	\$24.95	1/1/2021	1/1/2021 Destination	Included
Interboro	38x58	INT-3858-Super Ex-Hvy	Super Extra Heavy	100	Can Liners	\$65.80	20%	\$32.90	1/1/2021	1/1/2021 Destination	Included
Interboro	38x58	INT-3858-Super Exh	Super Extra Heavy	100	Can Liners	\$62.26	20%	\$31.13	1/1/2021	Destination	Included
Interboro	38x58	INT-3858-Exh	Extra Heavy	100	Can Liners	\$58.40	%05	\$29.20	1/1/2021	Destination	Included
Interboro	38x58	INT-3858-Hvy	Heavy	100	Can Liners	\$53.26	20%	\$26.63	1/1/2021	1/1/2021 Destination	Included
Interboro	38x60	INT-3860-XXH	Extra Extra Heavy	200	Can Liners	\$63.96	20%	\$31.98	1/1/2021	1/1/2021 Destination	Included
Interboro	38x60	INT-3860-X-Hvy	Extra Heavy	200	Can Liners	\$58.64	20%	\$29.32	1/1/2021	1/1/2021 Destination	Included
Interboro	38x60	INT-3860-H	Heavy	200	Can Liners	\$56.30	20%	\$28.15	1/1/2021	1/1/2021 Destination	Included
Interboro	20x22	INT-2022-R	Regular	200	Can Liners	\$56.84	20%	\$28.42	1/1/2021	1/1/2021 Destination	Included

BAGS ARE MANUFACTURED IN TEXAS

MINUTES OF THE BOARD OF DIRECTORS MEETING OF

Interboro Packaging Corporation

A regular meeting of the Board of Directors of the above corporation was held on November 2, 2022 at 12:00 Noon at the corporation's place of business.

The purpose of the meeting: To authorize to sign bids and execute contracts to all Public Bidding of the said corporation all documents necessary, including signing bids and contracts on behalf of the said corporation. Also to set forth executive authority.

I. QOURUM. A quorum was declared present based on the presence of the following directors: Abraham Jeremias and Edith Jeremias and the following Shareholders who were present or Represented by proxy as follows:

-Shareholder: Edith Jeremias Number of Shares: 120 The Shareholder was represented in person.

-Shareholder: Abraham Jeremias Number of Shares: 80 The Shareholder was represented in person.

The following corporate actions were taken by appropriate motions duly made, seconded, and adopted by the unanimous vote of the Directors and Shareholders entitled to vote (unless a higher voting approval is stated.)

- II. APPROVAL OF ACTIONS SECTION. The actions and undertakings of the Directors, Officers, Employees, and Agents of the corporation were approved with respect to:
 - All actions subsequent to the last meeting of the Board of Directors and Shareholders.
 - Compensation paid to the Officers during the past year.
- III. AUTHORIZATIN OF CORPORATE ACTION. Effective immediately, the President or Chief Executive Officer, whoever holds this position, within the authority granted to her under, and in accordance with the provisions of, this Resolution, shall have the full and exclusive right to manage and control the business and affairs of the Corporation and to make all decisions regarding the business of the Corporation and shall have all of the rights, powers and obligations unilaterally, without any other corporate member's consent, in accordance to the laws of the State of New York. Any person that acts in the capacity as the President or Chief Executive Officer, whoever holds this position, shall sign, on behalf of the Corporation, any bank checks or withdrawal orders, stock and bond powers, tax returns, elections, notices, waivers, consents, contracts, Resolutions, deeds, mortgages or any other documents of instruments.

- IV. In order to expedite the handling of the Corporation's business and affairs, it is understood that any document executed by the President or CEO while acting in the name and on behalf of the Corporation shall be deemed to be the action of the Corporation as to any third parties.
- V. <u>Authority of the President or CEO</u> In addition to any other rights and powers which the President or CEO may possess under this Resolution and pursuant to the Corporation Act, the President or CEO shall, except to the extent otherwise provided herein, have all specific rights and powers required or appropriate to the management of the Corporation business which, by way of illustration but not by way of limitation, may include the following rights and powers:
 - (i) to execute, in furtherance of any and all of the purposes of the Corporation, any and all Resolutions, contracts, documents, certifications, and other instruments deemed by the President or CEO to be necessary or appropriate in connection with the business of the Corporation;
 - (ii) to protect and preserve the title and interest of the Corporation with respect to the assets of the Corporation, to collect all amounts due to the Corporation and otherwise to enforce all rights of the Corporation, and in that connection to retain counsel and institute suits or proceedings in the name and on behalf of the Corporation;
 - (iii) to the extent that funds of the Corporation are available, to pay all debts and obligations of the Corporation and to make all distributions periodically to the Partners in accordance with the provisions of this Resolution;
 - (iv) to open separate bank accounts for the Corporation with such bank or banks as the President or CEO may from time to time select, and to designate and change signatories on such accounts:
 - (v) to employ on behalf of the Corporation such persons as the President or CEO shall deem advisable in the operation and management of Corporation business, including, without limitation, accountants, attorneys, appraisers, brokers and other experts, on such terms and for such reasonable compensation as the President or CEO shall consider advisable;
 - (vi) to advance funds to the Corporation;
 - (vii) to invest and reinvest in stocks, bonds, puts, calls, options, notes or other evidences of indebtedness or ownership (including but not limited to shares in investment trusts), whether unsecured or secured by mortgages on real or personal property wherever situated or other securities or investments and in any property, real or personal, foreign or domestic;
 - (viii) to acquire, hold, sell, transfer, assign, mortgage, lease or otherwise deal with any real, personal or mixed property, interest therein or appurtenance thereto;
 - (ix) to sell, convert, redeem, exchange, mortgage or otherwise dispose of, any real or personal property, at public or private sale, for cash or upon credit, with or without security;
 - (x) to borrow money and, if security is required therefor, to mortgage or subject to any other security device any portion of the assets of the Corporation, to obtain replacements of any mortgage or other security device, and to prepay, in whole or in part, refinance, increase, modify, consolidate or extend any mortgage or other security device; and

- (Xi) to purchase, at Corporation expense, liability and other insurance to protect the Corporation business and property.
- VI. AUTHORIZATIN OF CORPORATE ACTION. The Officers and Directors have authorized the following secretaries to take the necessary actions and to sign all public bids and contracts reasonably needed to Execution of bid and contracts.
- 1. Abraham Jeremias, Vice President, is hereby authorized to execute of behalf of the said corporation all documents necessary, sign bids and contract with governmental agencies, as state, counties, cities, school districts, towns and colleges, and that the documents signed by Abraham Jeremias shall be binding upon the said corporation as its own acts and deeds.
- 2. Rachel Loeb, Board Secretary, is hereby authorized to execute of behalf of the said corporation all documents necessary, sign bids and contract with governmental agencies, as state, counties, cities, school districts, towns and colleges, and that the documents signed by Rachel Loeb shall be binding upon the said corporation as its own acts and deeds.
- 3. Chava Kaufman, Bid Clerk, is hereby authorized to execute of behalf of the said corporation all documents necessary, sign bids and contract with governmental agencies, as state, counties, cities, school districts, towns and colleges, and that the documents signed by Chave Kaufman shall be binding upon the said corporation as its own acts and deeds.
- 4. Chaim Bittman, Treasurer, is hereby authorized to execute of behalf of the said corporation all documents necessary, sign bids and contract with governmental agencies, as state, counties, cities, school districts, towns and colleges, and that the documents signed by Chaim Bittman shall be binding upon the said corporation as its own acts and deeds.
- 5. Chany Weissman, Secretary, is hereby authorized to execute of behalf of the said corporation all documents necessary, sign bids and contract with governmental agencies, as state, counties, cities, school districts, towns and colleges, and that the documents signed by Chany Weissman shall be binding upon the said corporation as its own acts and deeds.
- 6. Frady Fried, Secretary, is hereby authorized to execute of behalf of the said corporation all documents necessary, sign bids and contract with governmental agencies, as state, counties, cities, school districts, towns and colleges, and that the documents signed by Frady Fried shall be binding upon the said corporation as its own acts and deeds.
- 7. Mayer Jeremias, Secretary, is hereby authorized to execute of behalf of the said corporation all documents necessary, sign bids and contract with governmental agencies, as state, counties, cities, school districts, towns and colleges, and that the documents signed by Mayer Jeremias shall be binding upon the said corporation as its own acts and deeds.
- 8. Esty Werzberger, is hereby authorized to execute of behalf of the said corporation all documents necessary, sign bids and contract with governmental agencies, as state, counties, cities, school districts, towns and colleges, and that the documents signed by Esty Werzberger shall be binding upon the said corporation as its own acts and deeds.
- 9. Blimy Mertz, is hereby authorized to execute of behalf of the said corporation all documents necessary, sign bids and contract with governmental agencies, as state, counties, cities, school districts, towns and colleges, and that the documents signed by Blimy Mertz shall be binding upon the said corporation as its own acts and deeds.

There being no further business, the meeting was duly adjourned.

Edith Jeremias

Chairperson of the Board

Nationwide Service

114 Bracken Road Montgomery, New York 12549-2600 (845) 782-6800 Fax (845) 781-2450 E-mail: <u>abraham@interboropackaging.com</u>

August 24, 2023

Jefferson County 1149 Pearl Street Beaumont, TX 77701

IFB 23-054/MR Term Contract for Catalog Pricing for Janitorial Supplies

To Whom It May Concern:

This is to certify that the items offered by Interboro Packaging Corporation, for the Jefferson County, has a lifetime warranty. Interboro replaces all defective merchandise within the shortest period of time possible.

If I can be of any further assistance to you, please do not hesitate to contact me.

Very truly yours,

Blimy Mertz Secretary



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:

IFB 23-054/MR

IFB TITLE:

Term Contract for Catalog Pricing for Janitorial Supplies for

Jefferson County

IFB DUE BY:

11:00 am CT, Wednesday, September 20, 2023

ADDENDUM NO.: 1

Reason for Issuance of this Addendum: Questions

ISSUED (DATE):

August 28, 2023

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 bids to have been proffered in recognition and consideration of the entire IFB Specifications 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 bid submission.** If the bid submission 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 IFB Opening Date and Time, as stated above.

Address



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

Question: I do not see a list of the desired supplies. If there isn't, would you inform me if funding would be available for disposable gloves within this solicitation? If so, please provide any information on type of gloves used, annual usage, or frequency, etc. Not sure if only chemicals are being sought out in this solicitation.
 Answer: There is not a list of desired supplies. This Invitation for Bid is just for a discounted rate on your catalog pricing for janitorial supplies. This would include disposable gloves. The type and usage would be determined by the department at time of purchase based on the catalog pricing you submit.

Nationwide Service

114 Bracken Road Montgomery, New York 12549-2600 (845) 782-6800 Fax (845) 781-2450

E-mail: abraham@interboropackaging.com

August 30, 2023

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

IFB 23-054/MR Term Contract for Catalog Pricing for Janitorial Supplies

To Whom It May Concern:

We hereby acknowledge the receipt of addendum #1 to the above referenced bid. Our bid remains unchanged.

Kindly attach this addendum to our already submitted bid.

Blimy Mertz Secretary Nationwide Service

114 Bracken Road Montgomery, New York 12549-2600 (845) 782-6800 Fax (845) 781-2450

E-mail: abraham@interboropackaging.com

September 14, 2023

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

IFB 23-054/MR Term Contract for Catalog Pricing for Janitorial Supplies

To Whom It May Concern:

We hereby acknowledge the receipt of addendum #2 to the above referenced bid. Our bid remains unchanged.

Kindly attach this addendum to our already submitted bid.

Very truly yours,

Blimy Mertz Secretary



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:

IFB 23-054/MR

IFB TITLE:

Term Contract for Catalog Pricing for Janitorial Supplies for

Jefferson County

IFB DUE BY:

11:00 am CT, Wednesday, September 20, 2023

ADDENDUM NO.:

ISSUED (DATE):

September 13, 2023

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 bids to have been proffered in recognition and consideration of the entire IFB Specifications 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 bid submission. If the bid submission 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 IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendu	m: Questions
	by incorporated into the documents of this present bid ocuments or portion thereof previously issued.
Receipt of this Addendum is hereby ackn ATTEST:	owledged by the undersigned Respondents
Witness Witness	Authorized Signature (Respondent)
Witness	Title of Person Signing Above Title of Person Signing Above Package in a
Approved by Date:	Typed Name of Business or Individual HA Bracken Rd. Montgomen, 184 Address



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

1. Question: We don't print a catalog. Everything w have available is on our website. Is that a suitable replacement for a catalog?

Answer: Yes.



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

Type text here

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

LEGAL NOTICE Advertisement for Invitation for Bids

August 15, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County. Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy 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 Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:

Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

BID NUMBER:

IFB 23-054/MR

DUE BY TIME/DATE:

11:00 AM CT, Wednesday, September 20, 2023

MAIL OR DELIVER TO:

Jefferson County Purchasing Department

1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

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

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah Olooku

Deborah L. Clark, Purchasing Agent Jefferson County, Texas **PUBLISH:**

Beaumont Enterprise:

August 16, 2023 & August 23, 2023

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RID AFFIDAVIT	

BID SUBMISSIONS:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

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.

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 BID PRIOR TO 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 BID AFTER 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 award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to

required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder <u>must</u> clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE,

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

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

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 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.

4.3 PRICE RE-DETERIMINATION.

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.

4.4 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.

4.5 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.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the

vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 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.

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. 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 <u>90</u> days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the

Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

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 non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

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

21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.

[&]quot;County" - Jefferson County, Texas.

[&]quot;Contractor" – The Bidder whose proposal is accepted by Jefferson County.

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. *Language as of August 31, 2022.

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, or national origin. Such action shall include,	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

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. The Contractor 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) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.
- (5) The 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.
- (6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract 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.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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 a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor 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 interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.

>\$2,000

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions

2 CFR 200 APPENDIX II (D)

	Applicable to Contracts Covering Federally Financed and Assisted	
ļ	Construction"). In accordance with the statute, Contractors must be required to	
	pay wages to laborers and mechanics at a rate not less than the prevailing wages	
	specified in a wage determination made by the Secretary of Labor. In addition,	
	Contractors must be required to pay wages not less than once a week. The non-	
	Federal entity must place a copy of the current prevailing wage determination	
	issued by the Department of Labor in each solicitation. The decision to award a	
	contract or subcontract must be conditioned upon the acceptance of the wage	
	determination. The non-Federal entity must report all suspected or reported	
	violations to the Federal awarding agency. The contracts must also include a	
	provision for compliance 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 each Contractor or subrecipient 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 non-Federal entity must report all suspected or	
	reported violations to the Federal awarding agency.	
	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where	
	applicable, all contracts awarded by the non-Federal entity in excess of	
	\$100,000 that involve the employment of mechanics or laborers must include a	
	provision for compliance 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 must be required to compute the wages of every mechanic	
\$ £100,000	and laborer on the basis of a standard work week of 40 hours. Work in excess	2.050.200
>\$100,000	of the standard work week is permissible provided that the worker is	2 CFR 200
	compensated at a rate of not less than one and a half times the basic rate of pay	APPENDIX II (E)
	for all hours worked in excess of 40 hours in the work week. The requirements	
İ	of 40 U.S.C. 3704 are applicable to construction work and provide that no	
	laborer or mechanic must be required to work in surroundings or under working	
	conditions which are unsanitary, hazardous or dangerous. These requirements	
	do not apply to the purchases of supplies or materials or articles ordinarily	
	available on the open market, or contracts for transportation or transmission of	
	intelligence.	
	Rights to Inventions Made Under a Contract or Agreement. If the Federal award	
	meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the	
	recipient or subrecipient wishes to enter into a contract with a small business	
	firm or nonprofit organization regarding the substitution of parties, assignment	
None	or performance of experimental, developmental, or research work under that	2 CFR 200
	"funding agreement," the recipient or subrecipient must comply with the	APPENDIX II (F)
	requirements of <u>37 CFR Part 401</u> , "Rights to Inventions Made by Nonprofit	
	Organizations and Small Business Firms Under Government Grants, Contracts	
	and Cooperative Agreements," and any implementing regulations issued by the	
	awarding agency.	
	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control	
	Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in	
	excess of \$150,000 must contain a provision that requires the non-Federal	
>\$150,000	award to agree to comply with all applicable standards, orders or regulations	2 CFR 200
73130,000	issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal	APPENDIX II (G)
	Water Pollution Control Act as amended (<u>33 U.S.C. 1251-1387</u>). Violations must	
	be reported to the Federal awarding agency and the Regional Office of the	
	Environmental Protection Agency (EPA).	

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>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200
	See 2 CFR §200.216.	APPENDIX II (J) 2 CFR 200
	Jee 2 CFR 9200.216.	APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	\$135.38 Section 3 clouse All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 13S regulations.	

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C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.	
D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.	
E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.	
F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.	
G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:	2 CFR 200.216
Recipients and subrecipients are prohibited from obligating or expending loan	

None

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered

	telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 , section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).	
	 (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. 	
	(b) In implementing the prohibition under <u>Public Law 115-232</u> , section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.	
	(c) See <u>Public Law 115-232</u> , section 889 for additional information.	i
	(d) See also § 200.471. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but_not limited_to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:	2 CFR
None	(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.	200.322(a)(b)(1) (2)
	(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112

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None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using 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; and (6) Requiring the prime Contractor, if subcontracts are to be let, to take the	2 CFR 200.321
None	affirmative steps listed in paragraphs (b)(1) through (5) of this section. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.	2 CFR 200.334

	(d) When records are transferred to or maintained by the Federal awarding	1 400
	agency or pass-through entity, the 3-year retention requirement is not	
	applicable to the non-Federal entity.	
	(e) Records for program income transactions after the period of performance.	
	In some cases, recipients must report program income after the period of	
	performance. Where there is such a requirement, the retention period for the	
	records pertaining to the earning of the program income starts from the end of	
	the non-Federal entity's fiscal year in which the program income is earned.	
	(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies	
	to the following types of documents and their supporting records: Indirect cost	
	rate computations or proposals, cost allocation plans, and any similar	
	accounting computations of the rate at which a particular group of costs is	
	chargeable (such as computer usage chargeback rates or composite fringe	
	benefit rates).	
	(1) If submitted for negotiation. If the proposal, plan, or other computation is	
	required to be submitted to the Federal Government (or to the pass-through	
	entity) to form the basis for negotiation of the rate, then the 3-year retention	
	period for its supporting records starts from the date of such submission.	
	(2) If not submitted for negotiation. If the proposal, plan, or other computation	
	is not required to be submitted to the Federal Government (or to the pass- through entity) for negotiation purposes, then the 3-year retention period for	
	the proposal, plan, or computation and its supporting records starts from the	
	end of the fiscal year (or other accounting period) covered by the proposal, plan,	
	or other computation.	
 		
	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR	
	FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may	
	not enter into a governmental contract with a company that is identified on a	
	list prepared and maintained under Section 2270.0052, 2270.0102, or	
	2270.0152. In accordance with Texas Government Code, Chapter 2252,	
	Subchapter F, Respondent hereby represents and warrants that it is not a	
None	company identified on the lists prepared and maintained under Texas	Texas Government
None	Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152	Code 2252.152
	(companies known to have contracts with or provide supplies or services to a	
	foreign terrorist organization). Notwithstanding the foregoing, a company that	
	the United States government affirmatively declares to be excluded from its	
	federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist	
	organization, is not subject to contract prohibition under this clause. A company	
	claiming such exemption must submit the official copy of the declaration.	
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain	
	solicitations and contracts. Section 2271.002 of the Texas Government Code	
	states the following:	
	(a) This section applies only to a contract that:	
	(1) is between a governmental entity and a company with 10 or more full-time employees; and	Texas Government
	(2) has a value of \$100,000 or more that is to be paid wholly or partly from	Code 2271.002
	public funds of the governmental entity.	11 11 11 11 11 11
	(b) A governmental entity may not enter into a contract with a company for	
	goods or services unless the contract contains a written verification from the company that it:	

	(1) does not boycott Israel; and	
	(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract	The contract award is contingent upon the receipt of federal funds. If no such	
Language for contracts awarded prior to Grant	funds are awarded, the contract shall terminate.	Optional
Award		
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall,	Section 504 of the
	solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program	Rehabilitation Act of 1973, as
	or activity receiving federal financial assistance.	amended.

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Sanitary Supply Co. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

David Henderson-Vice President

Name and Title of Contractor's Authorized Official

08/17/2023

Date

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor Sanitary Supply Co.	certifies or affirms by your signature that neither you nor
your principal is presently debarred, suspended, propos from participation in this transaction by any federal dep	ed for debarment, declared ineligible, or voluntarily excluded
Signature of Contractor's Authorized Official	
David Henderson-Vice President	
Name and Title of Contractor's Authorized Official	

Date

08/17/2023

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, 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. The Contractor 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) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.
- The 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.
- 6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract 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.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor 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 interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

David Henderson-Vice President

Name and Title of Contractor's Authorized Official

08/17/2023

Date

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

The following requirements and instructions supersede General Requirements where applicable.

SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet, in its entirety.

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

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

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

<u>BID PACKAGING</u>: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, September 20, 2023.

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.

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

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

<u>COURTHOUSE SECURITY</u>: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals 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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2023):

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	New Year's

<u>Submissions During Time of Inclement Weather, Disaster, or Emergency:</u>

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 IFB 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 Statements of Qualifications 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.

PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to Mistey Reeves, Assistant Purchasing Agent at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at: deb.clark@jeffcotx.us.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, September 8, 2023.

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are <u>required</u> 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

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may <u>initially</u> accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) <u>prior</u> to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE



SANITARY SUPPLY CO

Unique Entity ID F682E8NDCWY5

CAGE / NCAGE

4HQ42

Purpose of Registration

All Awards

Registration Status **Active Registration**

Expiration Date Nov 16, 2023

Physical Address 6790 College ST

Mailing Address PO Box 5408

Beaumont, Texas 77707-3309

Beaumont, Texas 77726

United States

United States

Cutte astronomical

Doing Business as

Division Name

Division Number

(blank)

(blank)

(blank)

Congressional District

State / Country of Incorporation

URL

Texas 14

Texas / United States

sanitarysupplyinc.com

Registration Dates

Activation Date Nov 18, 2022

Submission Date

Initial Registration Date Aug 18, 2006

Nov 16, 2022

Entity Dates

Jul 1, 1966

Entity Start Date

Fiscal Year End Close Date

Sep 30

Immediate Owner

CAGE

Legal Business Name

(blank)

(blank)

Highest Level Owner

CAGE

Legal Business Name

(blank) (blank)

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Not Selected

Proceedings Questions

is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000? Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Active Exclusions Records?

No

Lauthorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Shirtly live : 3

Business Types

Entity Structure

Entity Type

Organization Factors

Corporate Entity (Not Tax Exempt)

Business or Organization

(blank)

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Sont triff iff nifetnige fiebeine

Accepts Credit Card Payments

Debt Subject To Offset

Yes

No

EFT Indicator

CAGE Code

0000

4HQ42

Electronic Funds Transfer

Account Type

Routing Number

Lock Box Number

Checking

*****0614

Account Number

(blank)

Financial Institution JPMORGAN CHASE BANK, NA

*****90432

Automated Clearing House

Phone (U.S.)

Email

Phone (non-U.S.)

B134323700

Fax

(blank)

(blank)

(blenk)

Remittance Address

SUSAN GRANTHAM

P.O.BOX 5408

Beaumont, Texas 77726

United States

derry athir and the

Type of Tax

Taxpayer Name

*****8466

Applicable Federal Tax

SANITARY SUPPLY CO INC

Tax Year (Most Recent Tax Year)

Name/Title of Individual Executing Consent

TIN Consent Date

2005

Vicepresident

Nov 16, 2022

Address

Signature

6790 College ST

DAVID HENDERSON

Beaumont, Texas 77707

Accounts Receivable POC

SUSAN Grantham sancosue@swbell.net

4098662305

Electronic Business

LARRY Grantham

sanitary@swbell.net

8005441512

6790 College ST. Beaumont, Texas 77707

United States

Susan Grantham 6790 College ST. Beaumont, Texas 77707 sanitary@swbell.net

United States 8005441512

Government Business

ጲ LARRY Grantham

sanitary@swbell.net 8005441512

6790 College ST. Beaumont, Texas 77707 **United States**

DAVID Henderson 6790 College ST Beaumont, Texas 77707 sancodhh@swbell.net

United States 8005441512

Past Performance

LARRY Grantham

sanitary@swbell.net

8005441512

DAVID Henderson sancodhh@swbell.net 6790 College ST.

Beaumont, Texas 77707

United States

6790 College ST. Beaumont, Texas 77707

United States 8005441512

Banko wil Islikultoni

NAICS Codes

Primary

NAICS Codes

NAICS Title

Yes 423850

Service Establishment Equipment And Supplies Merchant

Wholesalers

423990

Other Miscellaneous Durable Goods Merchant Wholesalers

Product and Service Codes

PSC

PSC Name

7510

Office Supplies

7530

Stationery And Record Forms

7910

Floor Polishers And Vacuum Cleaning Equipment

7920

Brooms, Brushes, Mops, And Sponges

7930

Cleaning And Pollshing Compounds And Preparations

IGT Size Metrics

Annual Revenue (from all IGTs)

(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)

Number of Employees (in accordance with 13 CFR 121)

\$6,000,000.00

15

Location

Annual Receipts (in accordance with 13 CFR 121)

Number of Employees (in accordance with 13 CFR 121)

(błank)

(blank)

Industry-Specific

Barrels Capacity (blank)

Megawatt Hours (blank)

Total Assets (blank)

riteorescio haterritterdicação (PP) plateram tibro

This entity did not enter the EDI information

hit restertitis premier

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States Counties
Texas TX: Orange, Jefferson, Chambers

Metropolitan Statistical Areas

TX: Beaumont-Port Arthur

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

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 <u>hard copy</u> (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department <u>with bid submission</u>.

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

A sample of a completed FORM 1295 is included on PAGE 30.

FORM 1295 Implementation Background:

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, <u>replaces the notary requirement</u> that applied to contracts entered into before January 1, 2018. The TEC filling 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 filling 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."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

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 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

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION. CERTIFICATE OF INTERESTED PARTIES FORM 1295 OFFICE USE ONLY Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. 1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS Provide the identification number used by the governmental entity or state agency to track of identify and provide a description of the services, goods, or other property to be provided upon the contract. identify the contract, VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE Nature of Interest (check applicable) City, State, Country Name of Interested Party (place of business) Controlling Intermediary VENDOR: ENTER EACH PERSON HAVING INTEREST, Х OWNERS ARE THE CONTROLLING PARTIE VENDOR: WORKERS (OR NON-OWNERS) IN YOUR Х COMPANY ARE INTERMEDIARY PARTIES **CHECK BELOW IF APPLICABLE** Qinterested Party. Check only if there VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. and my date of birth is (clty) (street) (state) (zip code) (country) penalty of perjury that the foregoing is true and correct. (month) (vear) Signature of authorized agent of contracting business entity (Declarant) **ADD ADDITIONAL PAGES AS NECESSARY**

Form provided by Texas Ethics Commission www.ethics.state.ix.us Revised 12/22/2017 NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

404

FORM **1295**

_					1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CE	OFFICE USI	
1	Name of business entity filing form, and the city, state and count of business.	ntry of the business entity's place	-4	KTIFICATION ificate Number:	V OF FILING
	Sanitary Supply Co.			3-1061226	
	Beaumont, TX United States	,			
2	Name of governmental entity or state agency that is a party to the	he contract for which the form is		Filed: 7/2023	
	being med.	e contract for which the form is	00,1.	112023	
_	Jefferson County		ı	Acknowledged:	
3	Provide the identification number used by the governmental entire description of the services, goods, or other property to be provided.	ity or state agency to track or identify ded under the contract.	the co	ontract, and pro	vide a
	IFB 23-054/MR				
	Term Contract for Catalog Pricing for Janitorial Supplies for Je	efferson County			
_				Notice of	
4	Name of Interested Party	City, State, Country (place of busine	088)		f interest pplicable)
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_					··· ·· · <u></u>
_ (Charle only if there is NO Interested Davis				
	Check only if there is NO Interested Party.				
	JNSWORN DECLARATION				
M	My name is David Henderson	, and my date of bi	irth is .	08/21/5	59
N	My address is 3619 AUE. A	M. L. M.		2-11-1	•
••	(street)	, and my date of bir , Ne Les Van L, TX (city) (state	(e)	77627 , (zip code)	_ <i>USIA</i> (country)
Į,	declare under penalty of perjury that the foregoing is true and correct.				
Ε	Executed in	State of TILLIS on the	1700	- Annot	12
	7	, State of <u></u>	<u>/ /</u> ua _:	بد <i>ر کا در در</i> y of <u>//</u> (month)	_, 20 <u>.z.)</u> .
	/\	~1		forming	(year)
	/, \	VAVI. Link			
	-/ `-/	Signature of authorized agent of contract	acting I	huelnace entity	
		(Declarant)	oung a	Justiness entity	

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

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

7. 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.

8. PAYMENT.

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

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

Invoices shall be submitted to:

Jefferson County Auditing Department Attention: Accounts Payable 1149 Pearl Street, 7th floor Beaumont, TX 77701.

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.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations \$1,000,000 Excess Liability \$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

- 11.1.1 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.
- 11.1.2 **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.
- 11.1.3 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.
- 11.2 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.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract <u>refer to Section 10 above</u>.
- 11.4 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.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 11.5.1 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
 - 11.5.2 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.
- 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 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.
- 11.8 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.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 11.9.1 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.
 - 11.9.2 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.
 - 11.9.3 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.
 - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 11.9.4.2 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.
 - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 11.9.6 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
 - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1., with the certificates of coverage to be provided to the person for whom they are providing services.
- 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.
- 11.11 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.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.



CERTIFICATE OF LIABILITY INSURANCE

DATES (MM/DD/YYYY) 06/05/2023

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT NAME: Sandy Palmore The Maida Agency PHONE (A/C, No. Ext): E-MAIL ADDRESS: (409) 835-2584 FAX (A/C, No): (409) 835-2861 P.O. Box 21438 sandyp@maidains.com INSURER(S) AFFORDING COVERAGE NAIC# Beaumont TX 77720 INSURER A : Sentinel Ins. Co. 11000 INSURED Mercury Insurance Company of TX INSURER B : 29394 Sanitary Supply Co Inc. Technology Insurance Company INSURER C : 42376 Po Box 5408 INSURER D : INSURER E : Beaumont TX 77726 INSURER F : **COVERAGES CERTIFICATE NUMBER:** 2023 REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR TYPE OF INSURANCE POLICY EFF (MM/DD/YYYY) PÖLICY EXP (MM/DD/YYYY) **POLICY NUMBER** LIMITS COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000 CLAIMS-MADE X OCCUR 1,000,000 10,000 MED EXP (Any one person) Α 61SBMIR0334 06/01/2023 06/01/2024 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER; 2,000,000 GENERAL AGGREGATE POLICY 2,000,000 PRODUCTS - COMP/OP AGG OTHER: UAUTO AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT \$ 1,000,000 (Ea accident) ANY AUTO BODILY INJURY (Per person) OWNED В SCHEDULED AUTOS ONLY HIRED AUTOS ONLY BA420000018415 06/01/2023 AUTOS NON-OWNED 06/01/2024 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE AUTOS ONLY (Per accident) PIP-Basic \$ 5,000 UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** 61SBMIR0334 CLAIMS-MADE 06/01/2023 06/01/2024 AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 1,000,000 Υ N/A TWC4258669 E.L. EACH ACCIDENT 06/01/2023 06/01/2024 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: IFB 18-052/YS Term Contract For Janitorial Supplies for Jefferson County Jefferson County is shown as Additional Insured with respects to the Commercial General Liability and Auto Liability, as per written contract. **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Jefferson County Purchasing Department ACCORDANCE WITH THE POLICY PROVISIONS. 1149 Pearl Street, 1st Floor AUTHORIZED REPRESENTATIVE Oct, W. Maida Beaumont TX 77701

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 23-054/M County	/IR) Term Contract fo	or Catalog Pricing for Janitorial Supplies for Jeffers	on
Bidder's Company/Business Name: _	Sanitary Supply	Co. Inc.	
Bidder's TAX ID Number: 74-17	758466		
If Applicable: HUB Vendor No		DBE Vendor No.	
Contact Person: David Hende	erson	Title: Vice President	
Phone Number (with area code):	409-866-2305		
Alternate Phone Number if available	e (with area code):_	800-544-1512	
Fax Number (with area code): 409			
Email Address:sanitary@sv	wbell.net		
Mailing Address (Please provide a ph			
6790 College St.			
Address Beaumont, Texas 7770			
City, State, Zip Code			

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffcotx.us. Please reference Bid Number: IFB 23-054/MR.

SCOPE OF PROJECT:

Jefferson County is asking for sealed bids for a catalog discount on the purchase or janitorial supplies for a year with an option to renew for four (4) additional one (1) year terms. All bids must be submitted on the Bid Sheets provided. **DO NOT BIND OR STAPLE BID PACKET**.

It is likely that multiple awards will be made with this bid.

Specifications are for unknown quantities of items to be purchased on an "as needed" basis.

One () current catalog shall be included with this bid. Upon award of contract you will be asked to supply one (1) catalog to Jefferson County departments.

The successful vendor must agree to mark shipments and invoices with a purchase order number. Shipment must be delivered prepaid to the Jefferson County location indicated on the purchase order, unless otherwise specified. Packing lists are to accompany the shipment in a container/carton properly marked as PACKING LIST for distribution to the county with the material.

The successful bidder shall agree that all items shipped in error, such as incorrect colors, etc., will be returned by freight collect and the items will be replaced at no extra cost. Notification of concealed shortages reported by the county are to be accepted by the vendor and items reshipped at no cost to the county. No charge packing list marked with the applicable purchase order number shall be enclosed with each "no charge" shipment.

Based on a review of recent past fiscal years, Jefferson County spends approximately \$275,000.00 per fiscal year on janitorial equipment and supplies.

No Guarantee Annual Volume

This is an "open catalog" bid for purchase as funds become available, however, there is no commitment to purchase any given number of products.

Catalog Requirements

Bidder must provide free of charge to the county and county departments one (1) bound catalog or bound price lists for use in product selection within twenty (20) days after bid is awarded. These bound documents must be clearly labeled on front cover with the name of said bid and beginning and ending contract dates.

Delivery

The County desires to purchase its janitorial products from established merchants who have goods in stock, and are prepared to make delivery within 48 hours. All delivery and freight charges (F.O.B. Jefferson County various locations listed below) are to be included in bid price. The County reserves the right to change, add, or delete locations. Bidder bears freight charges.

Maintenance Department – Courthouse 1149 Pearl – Basement Beaumont, Texas 77701 Contact: Greg Keller, 409-835-8511

Maintenance Department – Subcourthouse 525 Lakeshore Drive Port Arthur, Texas 77640 Contact: Kenneth Shepherd, 409-983-8307

Correctional Facility 5030 Hwy. 69 South Beaumont, Texas 77705

Contact: Captain Kenneth Harrell, 409-726-2555

Road & Bridge Precinct #1
2205 Hwy. 90
China, Texas 77613

Contact: Paul Truax, 409-434-5430

Road & Bridge Precinct #2 7759 Viterbo Road Beaumont, Texas 77705 Contact: Mike Trahan, 409-719-5950

contact. Wince Trailari, 403 713 3330

Road & Bridge Precinct #3 5700 Jade Avenue Port Arthur, Texas 77640 Contact: Jeffery Collins, 409-736-2851

Road & Bridge Precinct #4 7780 Boyt Road Beaumont, Texas 77713

Contact: Derrick Newman, 409-434-5400

Crime Laboratory 5030 Hwy. 69 South, Suite 500 Beaumont, Texas 77705

Contact: Emily Esquivel, 409-726-2577

Jack Brooks Regional Airport 5000 Jerry Ware Dr, Suite 100 Beaumont, Texas 77705 Contact: Duke Youmans, 409-719-4900

Juvenile Probation 5326 Hwy. 69 South Beaumont, Texas 77705 Contact: Chief Ed Cockrell, 409-722-7474

Mid-County Office Building 7933 Viterbo Road Beaumont, Texas 77705 Contact: Bobby Kelly, 409-719-5950

Mosquito Control District 8905 First Street Beaumont, Texas 77705 Contact: Denise Marcel, 409-719-5940

Vendor Profile Information Form

Please answer the following in order to provide a profile of the vendor's capabilities to provide and deliver bid items.

1.	Company Name:	Sanitary Supply Co. Inc.				
	Address:	6790 College St.	<u></u>	<u>.</u> .		
		Beaumont, Texas 77707				
	Telephone:	409-866-2305	E-mail:	sani	tary@swb	ell.net
2.	List offices closest to	Beaumont.				
	Name:	Sanitary Supply Co. Inc.	_			
	Address:	6790 College St. Beaumont	t, Texas 77	707		
				_ ,		
3.	How long has your co existing name?	ompany done business in Southeast	Texas under	its	86	years
4.	If the company does meet the county's ne	not have a local office in Southeast eds?	Texas, how d	oes the	bidder pro	pose to
		N/A				
					·	,
						.
5.	Does the bidder have may be needed or pro	personnel who can visit the county oblems resolved?	when inform	nation	Yes 🗸	No □
6.	Can the bidder provid	e one (1) catalog or price list to each	h departmen	it?	Yes√Z	No □
	If not, what can be pr	ovided?				
	Catalog is also	available on our web site, ww	w.sanitary	/suppl	yinc.com	
_						
-						<u>. </u>

Vendor Profile Information Form (Continued)

7.	Do you have a fax machine for electronic communication purposes with your customers?	Yes√✓	No □
8.	Do you accept purchase orders via email?	Yes 🗸	No □
9.	Do you have a toll-free telephone number for use by your customers?	Yes 🗸	No □
10.	Are there any limitations in your ability to receive and deliver purchases to the county and departments within 48 hours?	Yes □	No 🌠
	If yes, please explain:		
			<u> </u>
-			
-			

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.

Sanitary Supply Co. Inc.	For clarification of th	is offer, contact:
Company Name		
6790 College St.	David Henderso	n-Vice President
Address	Name & Title	
Beaumont, Texas 77707	409-866-2305	409-866-8959
City State Zip	Phone	Fax
J. Aleslus	sanitary@swbell.	net
Signature of Person Authorized to Sign	E-mail	
David Henderson		
Printed Name		

REQUIRED FORM

Title

<u>Bidder</u>: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

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

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

This contract shall henceforth be referred to as Contract No. IFB 23-054/MR, Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:		
Jeff R. Branick, County Judge JEFFERSON COUNTY, TEXAS	Date	
ATTEST:		
Roxanne Acosta Hellberg, County Clerk	Date	

BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.

PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

Devoran L. Clark, Purch

1149 Pearl Street 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:

IFB 23-054/MR

IFB TITLE:

Term Contract for Catalog Pricing for Janitorial Supplies for

Jefferson County

IFB DUE BY:

11:00 am CT, Wednesday, September 20, 2023

ADDENDUM NO.:

ISSUED (DATE):

August 28, 2023

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 bids to have been proffered in recognition and consideration of the entire IFB Specifications 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 bid submission. If the bid submission 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 IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Questions			
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 ack	nowledged by the undersigned Respondent: Authorized Signature (Respondent)		
Witness 6	Vice President Title of Person Signing Above		
Witness	David Henderson Sanitary Supply Co Typed Name of Business or Individual		
Approved by Date:	6790 College St. Beaumont, Texas 7770		

Address



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

1. Question: I do not see a list of the desired supplies. If there isn't, would you inform me if funding would be available for disposable gloves within this solicitation? If so, please provide any information on type of gloves used, annual usage, or frequency, etc. Not sure if only chemicals are being sought out in this solicitation.

Answer: There is not a list of desired supplies. This Invitation for Bid is just for a discounted rate on your catalog pricing for janitorial supplies. This would include disposable gloves. The type and usage would be determined by the department at time of purchase based on the catalog pricing you submit.



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:

IFB 23-054/MR

IFB TITLE:

Term Contract for Catalog Pricing for Janitorial Supplies for

Jefferson County

IFB DUE BY:

11:00 am CT, Wednesday, September 20, 2023

ADDENDUM NO.: 2

ISSUED (DATE):

September 13, 2023

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 bids to have been proffered in recognition and consideration of the entire IFB Specifications 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 bid submission**. If the bid submission 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 IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Questions		
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 acknowledge ATTEST: Sarry Mranthaw Witness Lana R. Jannuse	Authorized Signature (Respondent) Vice President Title of Person Signing Above	
Witness T. Jarvivose	David Henderson Sanitary Supply Co Typed Name of Business or Individual	
Approved by Date:	6790 College St. Beaumont, Texas 7770	



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

1. Question: We don't print a catalog. Everything w have available is on our website. Is that a suitable replacement for a catalog?

Answer: Yes.

BID FORM

CATALOG DISCOUNT: Flat rate of discount you will allow from your current catalog wi the below noted exceptions:	th
	20_%
Comments:	
PRICE LIST DISCOUNTS: Flat rate of discount you will allow from your price list with the exceptions:	e below noted
	20_%
Comments:	
SHELF PRICE DISCOUNTS: Flat rate of discount you will allow from your shelf price with exceptions:	n the below noted
	20_%
Comments:	
EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS	
Dated Purchase Orders	
The bidder shall be required to honor all purchase orders dated prior to the contract exby the bidder within fifteen (15) days following the date of expiration.	piration date if received
Questions concerning the terms and conditions will be directed in writing to the County's for receipt no later 5:00 pm, Friday, September 8, 2023. Inquiries must reference the Having carefully examined the Specific Terms and Conditions, Specifications and Bid hereby proposes and agrees to furnish goods and/or services in strict compliance wit conditions contained in this document.	e date of "bid opening." Form, the undersigned

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

Signature:

Typed Name: __David Henderson

PAGE 45 OF 61

Date: 08/17/2023

Bid Form (Continued)

I understand that the bid proposal submitted incorporates all of the requirements contained in the Bid Packet and our company is in a position to comply with same.

Sanitary Supply Co. Inc. Company: David Henderson Sales Contact: 409-866-2305 Phone: 6790 College St. Beaumont, Texas 77707 Address: 409-866-2305 Phone No.: 409-866-8959 Fax No: sanitary@swbell.net E-mail: 2548 **Employee Identification Number: Authorized Signature:**

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

VENDOR REFERENCES FORM

Bidder: 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.

REFERENCE ONE	
Government/Company Name: Region V	ESC
Address: 350 Pine St #500, Beaum	nont, Texas 77701
Contact Person and Title: Stacey Hughes	
Phone: 409-951-1720	Fax: 409-951-1824
Email Address: shughes@esc5.net	Contract Period: 2022-2023
Scope of Work: Janitorial Supplies and Equ	ipment
REFERENCE TWO	
Government/Company Name: Calcasieu Paris	sh Police Jury
Address: PO Drawer 3287 Lake Charles	, La 70602
Contact Person and Title: Mary Flavin Purc	chasing Agent
Phone: 337-721-3660	Fax: 337-437-4107
Email Address: mflavin@cppj.net	Contract Period: 2022-2023
Scope of Work: Janitorial Supplies and Equi	pment
REFERENCE THREE	
Government/Company Name: Vidor I.S.D.	
Address: 120 E. Bolivar Vidor, Tx 77662	
Contact Person and Title: Bobby Godeaux	x Director of Support Services
Phone: 409-951-8770	Fax: 409-769-0093
Email Address: rgodeaux@vidorisd.org	Contract Period: 2022-2023
Scope of Work: Janitorial Supplies and Equip	pment

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?

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.

Sanitary Supply Co. Inc.	_ Dulfteleur
Bidder (Entity Name)	Signature
6790 College St.	David Henderson
Street & Mailing Address	Print Name
Beaumont, Texas 77726	08/17/2023
City, State & Zip	Date Signed
409-866-2305	409-866-8959
Telephone Number	Fax Number
sanitary@swbell.net	

REQUIRED FORM

E-mail Address

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

David Henderson-Vice President

Name and Title of Contractor's Authorized Official (Please Print)

08/17/2023

Date

REQUIRED FORM

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICEUSEONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176,001(1-a) with a local governmental entity and the vendor meets requirements under Section 176,006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
SANITARY SUPPLY CO	
Check this box if you are filing an update to a previously filed questionnaire.	
(The law requires that you file an updated completed questionnaire with the app later than the 7th business day after the date on which you became aware that the origin incomplete or inaccurate.)	Inally filed questionnaire was
Name of local government officer about whom the information in this section is being discl	paed,
N/A	
Name of Officer	
This section (item 3 including subparts A, B, C, & D) must be completed for each officer wemployment or other business relationship as defined by Section 176.001(1-a), Local Government of the Form CiQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable in the property from the procedure.	nent Code. Attach additional
income, from the vendor?	
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the local	or at the direction of the local al governmental entity?
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity with government officer serves as an officer or director, or holds an ownership interest of one percentage.	respect to which the local ent or more?
Yes No	
D. Describe each employment or business and family relationship with the local government of	officer named in this section.
	·
	7/2023
Signature of wendor doing business with the governmental entity Da	te le

Adopted 8/7/2015

REQUIRED FORM

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

	NMENT OFFICER		FORM CIS
		J. 23, 84th Log., Regular Yession.	OFFICE USE ONLY
government officer has become	opropriate local government ome aware of facts that requi 178, Local Government Code	tal entity that the following local re the officer to file this statement e.	Date Received
1 Name of Local Governm	ent Officer	P	
2 Office Held			
3 Name of vendor describe	ed by Sections 176.001(7) ar	nd 176.003(a), Local Government	Code
4 Description of the nature	and extent of employment	or other business relationship w	ith vendor named in Item 3
5 List gifts accepted by the from vendor named in its	e local government officer a m 3 exceeds \$100 during th	and any family member, if aggreg ne 12-month period described by	pate value of the gifts accepted Section 176.003(a)(2)(B).
Date Gift Accepted	Description of Gift		771100
Date Gift Accepted	Description of Gift		
Date Gift Accepted	Description of Alft		
		al forms as necessary)	
6 AFFIDAVIT	lhat the disclosure Government Code)	alty of perjury that the above statement I applies to each family member (as defi of this local government officer. I also th period described by Section 176.003(a	ned by Section 176.001(2), Local ecknowledge that this statement
		Signature of Local of	Sovernment Officer
AFFIX NOTABY BEAMP / 8	EAL ABOVE		
Sworn to and subscribed before of, 20	me, by the said, to certify which, witness my		day
Signature of officer administe	ing cath Printed name	of officer administering oath Ta	itte of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder in	ntends to u No	ıtilize	Subcontractors/	Subconsultants in the fulfillment of this contract (if awarded).
Contract minimus exceed t	or/Consult or/Consult on efforts the goals o	tant, hat sh hat SH HUB:	owing checklist and returned w hould be put fort B Subcontractor Subcontractor pa	"Good Faith Effort" was made in soliciting HUBs for subcontracting and supporting documentation shall be completed by the Prime ith the Prime Contractor/ Consultant's bid. This list contains the h by the Prime Contractor/Consultant when attempting to achieve or participation. The Prime Contractor/Consultant may extend his/her rticipation beyond what is listed below.
		Di	d the Prime Cont	ractor/Consultant?
□ Yes	□ No	1.	aivide the cont	ractical, and consistent with standard and prudent industry standards, ract work into the smallest feasible portions, to allow for maximum ctor participation?
□ Yes	□ No	2.	Notify in writin participation of	g a reasonable number of HUBs, allowing sufficient time for effective the planned work to be subcontracted?
□ Yes	□ No	3.	and insurance	nat were genuinely interested in bidding on a Subcontractor, adequate garding the project (i.e., plans, specifications, scope of work, bonding requirements, and a point of contract within the Prime sultant's organization)?
□ Yes	□ No	4.	Negotiate in go qualify as lowes	ood faith with interested HUBs, and not reject bids from HUBs that t and responsive Bidders?
□ Yes	□ No	5.	Document reason for reject	ons HUBs were rejected? Was a written rejection notice, including the tion, provided to the rejected HUBs?
□ Yes	□ No	6.	If Prime Contra reasons why.	ctor/Consultant has zero (0) HUB participation, please explain the
If	"No" was	selec nece	ted, please expla ssary, please use	ain and include any pertinent documentation with your bid. a separate sheet to answer the above questions.
David	Henders	on		Denliger
Printe	d Name of A	Autho	ized Representativ	ye Signature
Vice P	resident	_		08/17/2023
·		Title	- · · · · · · · · · · · · · · · · · · ·	Date
<u>Bidder</u> :		mple	ete this form	

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

helow may be submitted of the	sultant: Bidder sh	all submit this f	orm with the	bid; however, the information
below may be submitted after contra	ct award, but prior	r to beginning p	erformance	on the contract.
Please submit one form for each HI conditions of your contract.	ob Subcontractor/S	Subconsultant v	with pr oper	signatures, per the terms ar
			· · · · · · · · · · · · · · · · · · ·	
Contractor Name:				HUB: Yes No
Address:	<u></u>			
Street	City	State	Zip	
Phone (with area code):		Fax (with	area code):	
Project Title & No.:				
HUB Subcontractor Name:				
HUB Status (Gender & Ethnicity):				
HUB Status (Gender & Ethnicity): Certifying Agency: Tx. Bldg & Procure				
HUB Status (Gender & Ethnicity):				
HUB Status (Gender & Ethnicity): Certifying Agency: Tx. Bldg & Procure Address: Street	ment Comm. □ Jef City	ferson County State	Tx Unified Ce	rtification Prog.
HUB Status (Gender & Ethnicity): Certifying Agency: Tx. Bldg & Procure Address: Street Phone (with area code):	ment Comm. □ Jef City	ferson County State Fax (with a	Tx Unified Ce Zip area code):	rtification Prog.
HUB Status (Gender & Ethnicity): Certifying Agency:	ement Comm. ☐ Jef	ferson County State Fax (with a	Zip area code):	rtification Prog.
HUB Status (Gender & Ethnicity): Certifying Agency:	ement Comm. ☐ Jef	ferson County State Fax (with a	Zip area code):	rtification Prog.
HUB Status (Gender & Ethnicity): Certifying Agency:	ement Comm. ☐ Jef	ferson County State Fax (with a	Zip area code):	rtification Prog.
HUB Status (Gender & Ethnicity): Certifying Agency:	ement Comm. ☐ Jef	ferson County State Fax (with a	Zip area code):	rtification Prog.
HUB Status (Gender & Ethnicity): Certifying Agency: Tx. Bldg & Procure Address: Street Phone (with area code):	city City rmed:	ferson County State Fax (with a	I Tx Unified Ce Zip area code): age of Prime C	rtification Prog.

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

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

REQUIRED FORM

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

	PAC	SE 1 OF 4		
Bidder intends to utilize Subcontracto Yes No	rs/Subconsultants	in the fulfillment of t	his contract (if award	ed).
Prime Contractor:			нив: 🔲 ү	es 🗀 No
HUB Status (Gender & Ethnicity):				
Address:				
Street	City	State Z	(ip	
Phone (with area code):		Fax (with area o	code):	
Project Title & No.:			D.M	
Total Contract: \$		Total HUB Subcontra	act(s): \$	
Construction HUB Goals: 12.8% MBE::		% 12.6%		
Sub-goals: 1.7 African-A	American, 9.7% Hispa Use these goals a	nic, 0.7% Native Americar s a guide to diversify.	n, 0.8% Asian American.	
OR HUB OFFICE USE ONLY:				
Verification date HUB Program Office reviewed a				
ART I. HUB SUBCONTRACTOR DISCLOS HUB Subcontractor Name: HUB Status (Gender & Ethnicity):			· · · · · · · · · · · · · · · · · · ·	
			-	
	curement Comm.	Texas Unified Certificat	ion Prog.	
Address: Street	City	State Zir	-	
Contact person:	J.,	,		
Phone (with area code):				
		Fax (with area co	ode):	
Proposed Subcontract Amount: \$	-	Percentage of	Prime Contract:	%_
Description of Subcontract Work to be Perfor	med:			
REQUIRED FORM				
Bidder: Please complete this form				
and include with bid submission.				

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 a			Tx Unified Certification Prog.	
Address:				ū	
	Street	City	State	Zip	
Contact person:			Title:		
Phone (with area co	de):		Fax (with	n area code):	
Proposed Subcontra	ct Amount:	\$		ntage of Prime Contract:	%
Description of Subco	ntract Work to	be Performed:			
HUB Subcontractor I	Jame:				
HUB Subcontractor I HUB Status (Gender ertifying Agency:	Vame:				
HUB Subcontractor I HUB Status (Gender ertifying Agency:	Vame:				
HUB Subcontractor I HUB Status (Gender ertifying Agency: Address:	Vame: & Ethnicity): Tx. Bldg &	Procurement Comm.	☐ Jefferson County State	☐ Tx Unified Certification Prog.	
HUB Subcontractor I HUB Status (Gender ertifying Agency: Address: Contact person:	Name: & Ethnicity): Tx. Bldg &	Procurement Comm.	☐ Jefferson County State Title:	☐ Tx Unified Certification Prog. Zip	
	Name: & Ethnicity): Tx. Bldg & Street	Procurement Comm.	Jefferson County State Title: Fax (with	☐ Tx Unified Certification Prog.	

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

REQUIRED FORM

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

PART II. STATEMENT OF NON-COMP	LIANCE FOR NO	T MEETING HUE	SUBCONTRACT	ING GOALS	3
Instructions to Bidder: Please complete	Good Faith Effor	rt (GFE) Checklist	and attach any s	upporting d	ocumentation.
Our firm was unable to meet the HUB go	oals for this proje	ect for the follow	ing reasons:		
All Subcontractors to be utilize HUBs were solicited but did no HUBs solicited were not compe HUBs were unavailable for the Other: Sanitary Supply is a loc	t respond. etitive. following trade(s):	,	contractors fo	r this catalog bid
Was the Jefferson County HUB Office con			JBs?	Yes	No
PART III: DISCLOSURE OF OTHER "NO					
The Bidder shall use this area to provide a under this project. A list of those "Non-HL the Purchasing Office not later than five (5) of those "Non-HUB" Subcontractors that selection.	JB" Subcontracto I calendar davs af	rs the Bidder seled ter being notified er contract award	cts, after bid subm	nission, shall	be provided to
Subcontractor Name:		N/A			
Address:					
Street	City	State	Zip		
Contact person:		Title: _	-	-	
Phone (with area code):		Fax (with a	rea code):		
Proposed Subcontract Amount: \$			age of Prime Contra		-
Description of Subcontract Work to be Perform	ned:			- -	<u> </u>
Subcontractor Name:					
Address:	<u></u>			-	
Street	City	State	Zip		
Contact person:		Title:			
Phone (with area code):		Fax (with a	rea code):		
Proposed Subcontract Amount: \$			ge of Prime Contrac		
Description of Subcontract Work to be Perform	ed:	-			
					<u> </u>
REQUIRED FORM <u>Bidder</u> : Please complete this form and include with bid submission.					

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

		Pagi	E 4 OF 4		
Subcontractor Name:					
Address:					
Str	reet	City	State	Zip	
Contact person:			Title:		
Phone (with area code):			Fax (with ar	rea code):	
Proposed Subcontract A	mount: \$			ge of Prime Contract:	
Description of Subcontra	ct Work to be Performed	l:			
Subcontractor Name:					
Address:					
Str	eet	City	State	Zip	
Contact person:			Title:		
Phone (with area code):	·····		Fax (with are	ea code):	
Proposed Subcontract An	nount: \$		Percentag	ge of Prime Contract:	<u>%</u>
Description of Subcontrac	ct Work to be Performed				
					
this form, and attached	any necessary suppor	t documentati	on as required. If	truthfully completed all a fully understand that inten or termination of any resul	tionally falsifying
Name (print or type):	David Henderson				
Title:	Vice President	1			
Signature:	Tou Men	lugar			
Date:	08/17/2023				
E-mail address:	sanitary@swbell.net				
Contact person that will	be in charge of invoici	ng for this proj	ect:		
Name (print or type):	Tina Byrd				
Title:	Secretary			REQUIRED FORM	
Date:	08/17/2023			Bidder: Please con	nplete this form
E-mail address:	sancotina@swbell.ne	<u></u>		and include with b	

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) "Non-resident 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.

V	I certify that <u>S</u> Government Coc		[company name] is a Resident Bidder of Texas as defined in
	I certify that Government Coc (city and state).	le §2252.001 and our p	[company name] is a Nonresident Bidder as defined in principal place of business is
Тахра	ayer Identification I	Number (T.I.N.):	74-1758466
Comp	oany Name submitt	ing bid/proposal:	Sanitary Supply Co.
Mailir	ng address:	6790 College St. Beaumont	Texas 77707
If you	are an individual,	ist the names and addres:	ses 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**
535800 -00000	6790 College St. Beaumont, Texas 77707

- * 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.

REQUIRED FORM

HOUSE BILL 89 VERIFICATION

i, David Henderson name) Sanitary Supply Co. Inc.			representative		(heretofore
referred to as company) bei undersigned notary, do he provisions of Subtitle F, Title	reby depose and	verify under or	ath that the com	ge, after being di pany named ak	ulv sworn by the
1. Does not boycott Israel c	urrently; and				
2. Will not boycott Israel du	ring the term of th	e contract.			
Pursuant to Section 2270.00)2, Texas Governm	nent Code:			
1. "Boycott Israel" means raction that is intended to per or with a person or entity daction made ordinary busine	nalize, inflict econo oing business in Is	mic harm on, oı	limit commercial	l relations specifi	ically with Israel.
2. "Company" means a for- venture, limited partnership owned subsidiary, majority association that exist to mak	o, limited liability _l -owned subsidiary	partnership, or	an limited liabilit	ty company, inc	luding a wholly
Signature of Company Repre	sentative				
08/17/2023					
Date					
On this 17th day of A	ellson	, the a	ibove-named pe	erson, who afte	er by me being
duly sworn, did swear and			and correct.		
Notary Seal	Notary Signat				
TINA BYRD My Notary ID # 1541344	<u> </u>	· 23			
Expires June 12, 2025	Dute				

REQUIRED FORM

SENATE BILL 252 CERTIFICATION

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

Company Name	
IFB/RFP/RFQ number	
Certification check performed by:	
Purchasing Representative	
Date	

THIS FORM IS FOR OFFICE USE ONLY

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 N	ME, the undersigned au	uthority, a Notary Public in and for the State of
on this da	y personally appeared	David Henderson , who
	g by me duly sworn, di	(name)
"I, Da	vid Henderson	am a duly authorized officer of/agent
for Sa	(name) anitary Supply Co.	and have been duly authorized to execute the
foregoing	(name of firm) on behalf of the said	Sanitary Supply Co.
		(name of firm) g bid has not been prepared in collusion with any other Bidder or other person
agreemen persons to	t or combination, to cobid or not to bid or not to bid there	line of business prior to the official opening of this bid. Further, I certify that een for the past six (6) months, directly or indirectly concerned in any pool or ontrol the price of services/commodities bid on, or to influence any person or eon." Sanitary Supply Co. 790 College St. Beaumont, Texas 77707
Fax: 409	-866-8959	Telephone# 409-866-2305
•	Henderson	Title: Vice President
(prin	t name)	less less less less less less less less
SUBSCRIBE	DAND SWORN to befo	ore me by the above-named
	1.4	
	FORM ease complete this fo	

and include with bid submission.

Expires June 12, 2025

ORIGINAL



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

LEGAL NOTICE Advertisement for Invitation for Bids

August 15, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County. Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy 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 Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:

Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

BID NUMBER:

IFB 23-054/MR

DUE BY TIME/DATE:

11:00 AM CT, Wednesday, September 20, 2023

MAIL OR DELIVER TO:

Jefferson County Purchasing Department

1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

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

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

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

Beaumont Enterprise:

August 16, 2023 & August 23, 2023

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BID SUBMISSIONS:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.

1.1 BIDS.

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO 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 BID AFTER 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 award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to

required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder <u>must</u> clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

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

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 office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 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

Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

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 non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

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 yoid.

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

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

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 AN/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.

21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.

[&]quot;County" - Jefferson County, Texas.

[&]quot;Contractor" - The Bidder whose proposal is accepted by Jefferson County.

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. *Language as of August 31, 2022.

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."	
	41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)
None	The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:	
	During the performance of this contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, 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. The Contractor 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) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.
- (5) The 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.
- (6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract 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.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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 a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor 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 interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.

>\$2,000

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions

2 CFR 200 APPENDIX II (D)

	Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported	
	violations to the Federal awarding agency. The contracts must also include a provision for compliance 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 each Contractor or subrecipient 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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 must be required to 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to 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).	2 CFR 200 APPENDIX II (G)

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200
	See 2 CFR §200.216.	APPENDIX II (J) 2 CFR 200
	See 2 CFR 9200.216.	APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	\$135.38 Section 3 clause All section 3 covered contracts sholl include the following clause (referred to as the section 3 clause): A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.	

	C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.	
	D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.	
	E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.	
	F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.	
	G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:	2 CFR 200.216
	Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered	
, = == -= -, mny remired in	ract for Catalog Pricing for Janitorial Supplies for Jefferson County PAGE 17 OF 63	L

	telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 , section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).	
	 (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secrétary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. 	
	(b) In implementing the prohibition under <u>Public Law 115-232</u> , section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.	
	(c) See <u>Public Law 115-232</u> , section 889 for additional information. (d) See also § 200.471.	
None	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:	2 CFR
None	(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.	200.322(a)(b)(1) (2)
	(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112

None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of	2 CFR 200.336
	electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using 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; and (6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.	2 CFR 200.334

	(d) When records are transferred to or maintained by the Federal awarding	
	agency or pass-through entity, the 3-year retention requirement is not	
	applicable to the non-Federal entity.	
	(e) Records for program income transactions after the period of performance.	
	In some cases, recipients must report program income after the period of	
	performance. Where there is such a requirement, the retention period for the	
	records pertaining to the earning of the program income starts from the end of	
	the non-Federal entity's fiscal year in which the program income is earned.	
	(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies	
	to the following types of documents and their supporting records: Indirect cost	
	rate computations or proposals, cost allocation plans, and any similar	
	accounting computations of the rate at which a particular group of costs is	
	chargeable (such as computer usage chargeback rates or composite fringe	
	benefit rates).	
	(1) If submitted for negotiotion. If the proposal, plan, or other computation is	
	required to be submitted to the Federal Government (or to the pass-through	
	entity) to form the basis for negotiation of the rate, then the 3-year retention	
	period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation	
	is not required to be submitted to the Federal Government (or to the pass-	
	through entity) for negotiation purposes, then the 3-year retention period for	
	the proposal, plan, or computation and its supporting records starts from the	
	end of the fiscal year (or other accounting period) covered by the proposal, plan,	
	or other computation.	
	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may	
	not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas	
None	Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that	Texas Governme Code 2252.152
	the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.	
	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:	
	(a) This section applies only to a contract that:	
>\$100,000	(1) is between a governmental entity and a company with 10 or more full-time employees; and	Texas Governme
, ,	(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.	Code 2271.002
	(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:	

	(1) does not boycott Israel; and	
	(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

y. In addition, the Contractor understands and agrees that the nedies for False Claims and Statements, apply to this certification
}

Unipak Corp.

REQUIRED FORM

The Contractor_

Bidder: Please complete this form and include with bid submission.

Type tost here.

certifies or affirms the truthfulness and accuracy of each

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

	nipak Corp.	certifies or affirms by your signature that neither you nor
your principal is presently deb from participation in this trans	arred, suspended, pr action by any federa	oposed for debarment, declared ineligible, or voluntarily evaluded
B~ A	ny	
Signature of Contractor's Author	rized Official	
Brian Marcus, Presi	dent	
Name and Title of Contractor's	Authorized Official	
Date 8/22/2	<u> </u>	

REQUIRED FORM

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

- The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, 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. The Contractor 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) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.
- 5) The 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.
- 6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract 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.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor 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 interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Brian Marcus, President

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions <u>supersede</u> General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet, <u>in its</u> <u>entirety</u>.

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation $\frac{\text{will result}}{\text{lin a response being declared as non-responsive.}}$

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

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

<u>BID PACKAGING</u>: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, September 20, 2023.

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.

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

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

<u>COURTHOUSE SECURITY</u>: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals 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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2023):

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	New Year's

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 IFB 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 Statements of Qualifications 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.

PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves**, **Assistant Purchasing Agent** at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact **Deborah Clark**, **Purchasing Agent** at: <u>deb.clark@jeffcotx.us</u>.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, September 8, 2023.

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are <u>required</u> 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

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may <u>initially</u> accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) <u>prior</u> to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.



Entity Validation Ticket Review Show Details Jan 24, 2023



See All Alerts

Planned Maintenance Schedule Show Details Apr 3, 2022





Home Search

Data Bank

Data Services

Help

Entity Information

Check Entity Status

This tool allows you to check the status of your entity.

- Search by Unique Entity ID/CAGE
- Search entities pending Unique Entity ID assignment



Non-federal users: You may only check the status of entities linked to your SAM.gov account.

Unique Entity ID

CAGE Code

QHVPMJ8PZHP1

Reset



Entity Information

UNIPAK CORP.

Active Registration

Unique Entity ID QHVPMJ8PZHP1

Your registration was activated on 2023-01-24. It expires on 2023-12-27, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

More About the Entity Status Tracker

Getting Started with Registration

Entity Status Guide

Legend

What if my entity fails TIN validation?

What if my entity fails CAGE validation?

More Help



















Reps & Certs
Completed

POCs Completed

Submit Completed **Processing** Completed

Active Completed

More About the Entity Status Tracker

Getting Started with Registration

Entity Status Guide

Legend

What if my entity fails TIN validation?

What if my entity fails CAGE validation?



Our Website Our Partners

About This Site Acquisition.gov

Our Community USASpending.gov

Release Notes Grants.gov

System Alerts More Partners

Policies Customer Service

Privacy Policy Help

Disclaimers Check Entity Status

Freedom of Information Act Federal Service Desk

Accessibility



External Resources

Contact

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

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 <u>hard copy</u> (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department <u>with bid submission.</u>

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

A sample of a completed FORM 1295 is included on PAGE 30.

FORM 1295 Implementation Background:

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."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

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 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

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION. CERTIFICATE OF INTERESTED PARTIES FORM 1295 OFFICE USE ONLY Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. 1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS Provide the identification number used by the governmental entity or state agency to track or identify and provide a description of the services, goods, or other property to be provided used to the contract. identify the contract, VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERI Nature of Interest (check applicable) City, State, Country Name of Interested Party (place of business) Controlling Intermediary St www. Six VENDOR: ENTER EACH PERSON HAVING INTEREST, X OWNERS ARE THE CONTROLLING PARTIES. VENDOR: WORKERS (OR NON-OWNERS) IN YOUR Х **COMPANY ARE INTERMEDIARY PARTIES CHECK BELOW IF APPLICABLE** (Q) Interested Party. Check only if there VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. , and my dete of birth is (street) (country) penalty of perjury that the foregoing is true and correct. ____ , on the ___ Signature of authorized agent of contracting business entity ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission Www.ethics.state.tx.us Revised 12/22/2017 NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

_					554
	CERTIFICATE OF INTERESTED PAR	TIES		FOR	RM 1295
F					1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	!		OFFICE USE RTIFICATION	
1	 Name of business entity filing form, and the city, state and coun of business. Unipak Corp. 	ntry of the business entity's place		ficate Number: 3-1060616	
ا آ	West Long Branch, NJ United States			Filed:	
2	Name of governmental entity or state agency that is a party to the being filed. Jefferson County	ne contract for which the form is		6/2023 Acknowledged:	
L				Acknowledged:	
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided 23-054/MR Term Contract for Catalog Pricing for Janitorial Supplies for J	ided under the contract.	the co	intract, and prov	vide a
4			$\overline{}$	Nature o	of interest
	Name of Interested Party	City, State, Country (place of busine	ess)		pplicable)
м	Marcus, Brian	West Long Branch, NJ United		Controlling X	Intermediary
-		States	\dashv		
 -			-		
\vdash			\dashv		
\vdash					-
L			\dashv		<u> </u>
L					ĺ
	Check only if there is NO Interested Party.				
	UNSWORN DECLARATION				
	My name is Brian Marcus	, and my date of bi	oirth is _	4/30/1963	<u> </u>
	My address is88 Cooper Ave. (street)	West Long Branch, No. (city) (state	<mark>]]</mark> ,	07764 (zip code)	. (country)
	I declare under penalty of perjury that the foregoing is true and correct	•	•		, .
		y, State of <u>NEW JERSEY</u> , on the	22 de	ay of Ayurd	, 20 <u> </u>
		Par All	K	2	\ J = ·,
		Signature of authorized agent of contra (Declarant)	acting I	business entity	

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

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

7. 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.

8. PAYMENT.

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

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

Invoices shall be submitted to:

Jefferson County Auditing Department Attention: Accounts Payable 1149 Pearl Street, 7th floor Beaumont, TX 77701.

9. 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.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations

Excess Liability

Typo text here

\$1,000,000 \$1,000,000

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

.

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

- 11.1.1 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.
- 11.1.2 **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.
- 11.1.3 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.
- 11.2 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.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract refer to Section 10 above.
- 11.4 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.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 11.5.1 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
 - 11.5.2 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.
- 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 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.
- 11.8 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.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 11.9.1 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.
 - 11.9.2 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.
 - 11.9.3 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.
 - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 11.9.4.2 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.
 - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 11.9.6 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
 - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1.-11.7, with the certificates of coverage to be provided to the person for whom they are providing services.
- 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.
- 11.11 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.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the lissuance of a Purchase Order.

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

Bidder's Company/Business Name: Unipak Corp.

Bidder's TAX ID Number: 11-3352957

If Applicable: HUB Vendor No. DBE Vendor No.

Contact Person: Brian Marcus Title: President

Phone Number (with area code): 888-808-5120

Alternate Phone Number if available (with area code):

Fax Number (with area code): 718-677-9371

Email Address: customercare@unipakcorp.net

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

St. Corper Aug.

Address: Danch Danch O 77 64

City. State. 7in Code

REQUIRED FORM

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffcotx.us. Please reference Bid Number: IFB 23-054/MR.

SCOPE OF PROJECT:

Jefferson County is asking for sealed bids for a catalog discount on the purchase or janitorial supplies for a year with an option to renew for four (4) additional one (1) year terms. All bids must be submitted on the Bid Sheets provided. **DO NOT BIND OR STAPLE BID PACKET**.

It is likely that multiple awards will be made with this bid.

Specifications are for unknown quantities of items to be purchased on an "as needed" basis.

One () current catalog shall be included with this bid. Upon award of contract you will be asked to supply one (1) catalog to Jefferson County departments.

The successful vendor must agree to mark shipments and invoices with a purchase order number. Shipment must be delivered prepaid to the Jefferson County location indicated on the purchase order, unless otherwise specified. Packing lists are to accompany the shipment in a container/carton properly marked as PACKING LIST for distribution to the county with the material.

The successful bidder shall agree that all items shipped in error, such as incorrect colors, etc., will be returned by freight collect and the items will be replaced at no extra cost. Notification of concealed shortages reported by the county are to be accepted by the vendor and items reshipped at no cost to the county. No charge packing list marked with the applicable purchase order number shall be enclosed with each "no charge" shipment.

Based on a review of recent past fiscal years, Jefferson County spends approximately \$275,000.00 per fiscal year on janitorial equipment and supplies.

No Guarantee Annual Volume

This is an "open catalog" bid for purchase as funds become available, however, there is no commitment to purchase any given number of products.

Catalog Requirements

Bidder must provide free of charge to the county and county departments one (1) bound catalog or bound price lists for use in product selection within twenty (20) days after bid is awarded. These bound documents must be clearly labeled on front cover with the name of said bid and beginning and ending contract dates.

Delivery

The County desires to purchase its janitorial products from established merchants who have goods in stock, and are prepared to make delivery within 48 hours. All delivery and freight charges (F.O.B. Jefferson County various locations listed below) are to be included in bid price. The County reserves the right to change, add, or delete locations. Bidder bears freight charges.

Maintenance Department - Courthouse 1149 Pearl - Basement Beaumont, Texas 77701 Contact: Greg Keller, 409-835-8511

Maintenance Department - Subcourthouse 525 Lakeshore Drive Port Arthur, Texas 77640 Contact: Kenneth Shepherd, 409-983-8307

Correctional Facility 5030 Hwy. 69 South Beaumont, Texas 77705 Contact: Captain Kenneth Harrell, 409-726-2555

Road & Bridge Precinct #1 2205 Hwy. 90 China, Texas 77613 Contact: Paul Truax, 409-434-5430

Road & Bridge Precinct #2 7759 Viterbo Road Beaumont, Texas 77705

Contact: Mike Trahan, 409-719-5950

Road & Bridge Precinct #3 5700 Jade Avenue Port Arthur, Texas 77640 Contact: Jeffery Collins, 409-736-2851

Road & Bridge Precinct #4 7780 Boyt Road Beaumont, Texas 77713 Contact: Derrick Newman, 409-434-5400

Crime Laboratory 5030 Hwy. 69 South, Suite 500 Beaumont, Texas 77705

Contact: Emily Esquivel, 409-726-2577

Jack Brooks Regional Airport 5000 Jerry Ware Dr, Suite 100 Beaumont, Texas 77705

Contact: Duke Youmans, 409-719-4900

Juvenile Probation 5326 Hwy. 69 South Beaumont, Texas 77705

Contact: Chief Ed Cockrell, 409-722-7474

Mid-County Office Building 7933 Viterbo Road Beaumont, Texas 77705

Contact: Bobby Kelly, 409-719-5950

Mosquito Control District 8905 First Street Beaumont, Texas 77705

Contact: Denise Marcel, 409-719-5940

Vendor Profile Information Form

Please answer the following in order to provide a profile of the vendor's capabilities to provide and deliver bid items.

1.	Company Name:	Unipak Corp.		
	Address:	PO Box 332		
		West Long Branch, NJ 07764		
	Telephone:	888-808-5120 E-mail: custor	mercare@un	ipakcorp.net
2.	List offices closest to	Beaumont.		
	Name:	N/A	,, ,	
	Address:			
3. 4.	existing name?	ompany done business in Southeast Texas under its We are in hoseness Since (12984)	- 1.2.1.1	years
т.	meet the county's ne		e blader pro	pose to
	We sh	out of Carollton TX		
		TN		
		ÇA		
		IL		
5.	Does the bidder have may be needed or pro	personnel who can visit the county when information oblems resolved?	Yes 🔁	No 🗆
6.	Can the bidder provid	le one (1) catalog or price list to each department?	Yes 🔏	No □
	If not, what can be pr	ovided?		
-				
-				

Vendor Profile Information Form (Continued)

7.	Do you have a fax machine for electronic communication purposes with your customers?	Yes ☑	No □
8.	Do you accept purchase orders via email?	Yes ☑	No □
9.	Do you have a toll-free telephone number for use by your customers?	Yes ☑	No □
10.	Are there any limitations in your ability to receive and deliver purchases to the county and departments within 48 hours?	Yes □	No ⅓
	If yes, please explain:		
		-	
-		<u>.</u>	
_			

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.

accepted by Jefferson County.		
We acknowledge receipt of the following amendment	t(s):,,	_,
I certify, under penalty of perjury, that I have the leg	al authorization to bind the	e firm hereunder:
Unipak Corp.	For clarification of this o	offer, contact:
Company Name		
PO Box 332	Brian Marcus, Preside	nt
Address	Name & Title	
West Long Branch NJ 07764	888-808-5120	718-677-9371
City State Zip	Phone	Fax
- halles	customercare@unipak	corp.net
Signature of Person Authorized to Sign	E-mail	
Brian Marcus		
Printed Name		
President		
Title		

REQUIRED FORM

ACCEPTANCE OF OFFER

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

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

This contract shall henceforth be referred to as Contract No. IFB 23-054/MR, Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:		
Jeff R. Branick, County Judge	Date	
JEFFERSON COUNTY, TEXAS		
ATTEST:		
Roxanne Acosta Hellberg, County Clerk JEFFERSON COUNTY, TEXAS	Date	_

BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.

PLEASE BEISURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.

BID FORM

CATALOG DISCOUNT: Flat rate of discount you will allow from your current catalog the below noted exceptions:	with
Back Packs PPE Comments: Trash Bays, Wive, Sakety Suplia,	21_%
Comments: Trash Bays, blive, Safety Suplie,	-
PRICE LIST DISCOUNTS: Flat rate of discount you will allow from your price list with exceptions:	the below noted
	%
Comments:	-
SHELF PRICE DISCOUNTS: Flat rate of discount you will allow from your shelf price vexceptions:	vith the below noted
	%
Comments:	-
EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS	
a/me	_ _
	_
Dated Purchase Orders	
The bidder shall be required to honor all purchase orders dated prior to the contract by the bidder within fifteen (15) days following the date of expiration.	expiration date if received
Questions concerning the terms and conditions will be directed in writing to the Count for receipt no later 5:00 pm, Friday, September 8, 2023. Inquiries must reference Having carefully examined the Specific Terms and Conditions, Specifications and Entereby proposes and agrees to furnish goods and/or services in strict compliance conditions contained in this document.	the date of "bid opening." Bid Form, the undersigned
Signature: Date: 8/17/2)	

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

Typed Name: Brian Marcus

PAGE 45 OF 61

Bid Form (Continued)

I understand that the bid proposal submitted incorporates all of the requirements contained in the Bid Packet and our company is in a position to comply with same.

Company:	Unipak Corp.				
Sales Contact:	Br <u>ian Marcus</u>		Phone:	917-582-5413	
Address:	PO Box 332				
Phone No.:	888-808-5120	11979- 1		2007107	
Fax No:	718-677-9371				
E-mail:	customercare@	unipakcorp.net			
Employee Identifi	cation Number:	11-3352957	1		_
Authorized Signat	ure:	Much	18		

REQUIRED FORM

VENDOR REFERENCES FORM

Bidder: 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.

REFERENCE ONE					
Government/Company Name:	Gloucester County, NJ				
Address:	Address: 2 South Broad Street, 2nd Fl., Woodbury, NJ 08096				
Contact Person and Title: Tracey Parker - Purchasing					
Phone: 856-853-3412	Fax:				
Email Address: tparker@co.gl	oucester.nj.us Contract Period: Current				
Scope of Work: Currently Prov	riding Gloves, Trash Bags, PPE & Masks				
REFERENCE TWO					
Government/Company Name:	Merced County Ofc. of Education				
Address:	Address: 2100 Cooper Ave., Ste.B, Merced, CA 95348				
Contact Person and Title: Joe Schoneman / Facilities & Support Svcs.					
Phone: 209-381-6612	Fax:				
Email Address: jschoneman@	mcoe.org Contract Period: Current				
Scope of Work: Can liners and G	iloves				
REFERENCE THREE					
Government/Company Name:	Gwinnett County Board of Commissioners				
Address:	Address: 75 Langley Drive 3rd fl., Lawrenceville, GA 30046				
Contact Person and Title: Ms. Marlo Puckett Purchasing Associate					
Phone: 770-822-8722	Fax:				
Email Address: marlo.puckett@gwinnettecounty.com Contract Period: Current					
Scope of Work: Currently Providing PPE, Gloves, Hand Sanitizer & Can Liners					

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.

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.

Unipak Corp.	Bull
Bidder (Entity Name)	Signature
88 Cooper Ave.	Brian Marcus
Street & Mailing Address	Print Name
West Long Branch, NJ 07764	8/11/2
City, State & Zip	Date Signed
888-808-5120	718-677-9371
Telephone Number	Fax Number
customercare@unipakcorp.net	

REQUIRED FORM

E-mail Address

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Brian Marcus, President

Name and Title of Contractor's Authorized Official (Please Print)

Date

REQUIRED FORM

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ			
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY			
This questionnaire is being flied in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received			
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.008(a-1), Local Government Code.				
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.				
Name of vendor who has a business relationship with local governmental entity.				
Unipak Corp.				
Check this box if you are filing an update to a previously filed questionnaire.				
(The law requires that you file an updated completed questionnaire with the app later than the 7th business day after the date on which you became aware that the orig incomplete or inaccurate.)	ropriate filing authority not inally filed questionnaire was			
Name of local government officer about whom the information in this section is being discl	psed.			
N/A				
Name of Officer				
This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CiQ as necessary.				
A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?				
Yes V No				
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the local	or at the direction of the local at governmental entity?			
Yes No				
C. Is the filer of this questionnaire employed by a corporation or other business entity with government officer serves as an officer or director, or holds an ownership interest of one percentage.	n respect to which the local ant or more?			
Yes Vo				
D. Describe each employment or business and family relationship with the local government	officer named in this section			
B. 0				
4 Phills	8/24/23			
Signature of vendor doing business with the governmental earlity	sta (

Adopted 8:7:2015

REQUIRED FORM

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT N/A	FORM CIS
This questionname reflects changes made to the law by H.B. 23, 84th Leg., Hegular Session.	OFFICE USE ONLY
This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176. Local Government Code.	Date Received
1 Name of Local Government Officer	
2 Office Held	
3] Name of vendor described by Sections 176,001(7) and 176,003(a), Local Government	Code
Description of the nature and extent of employment or other business relationship w	ith vendor named in item 3
5 List gifts accepted by the local government officer and any family member, if aggreg from vendor named in item 3 exceeds \$100 during the 12-month period described by	ate value of the gifts accepted Section 176.003(a)(2)(B).
Date Gift Accopted Description of Gift	- 1 Martin
Date Gift Accepted Description of Gift	
Date Gift Accepted Description of Gift	
(attach additional forms as necessary)	
AFFIDAVIT 1 swear under ponetty of parjury that the above statement is that the disclosure applies to each termity member (as defined overnment Cade) of this local government officer. I also covers the 12-month period describes by Section 176 003(c	ned by Sestyn 176 601(2), Local acinfordego that this statement all KIBY, Local-Government Code.
AFFIX NOTARY STAMP (SEAL ABOVE	
sworm to and subscribed before me, by the said Bug Markel of Africk 20 2), to correly which, without my hand and seat of office	this tha day
Oscar R. Hernandez	CSR.
Signature of officer adhighering cath Printed name of officer administering cath T	ille of officer administering oath

Adopted 8 7:2015

THIS FORM IS FOR OFFICE USE ONLY

OSCAR R HERNANDEZ Notary Public, State of New Jersey My Commission Expires Jan 11, 2028

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

	Bidder i	intends to ut \square No	tilize	Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
	opportu Contrac minimu exceed	unities, the ctor/Consulta Im efforts th the goals of	follo ant, at sh f HU	o determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting wing checklist and supporting documentation shall be completed by the Prime and returned with the Prime Contractor/ Consultant's bid. This list contains the rould be put forth by the Prime Contractor/Consultant when attempting to achieve or Subcontractor participation. The Prime Contractor/Consultant may extend his/her Subcontractor participation beyond what is listed below.
į			Die	d 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.
ļ		if "No" was If	selec nece	cted, please explain and include any pertinent documentation with your bid. ssary, please use a separate sheet to answer the above questions.
Brian Marcus Printed Name of Authorized Representative Signature				
President Title				
	Bidde		mple	ete this form submission. Type (ext here

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded). Yes Yes
Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.
Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.
Contractor Name: HUB: Yes No
Address: Street City State Zip
Phone (with area code): Fax (with area code):
Project Title & No.:
Prime Contract Amount: \$
HUB Subcontractor Name:
HUB Status (Gender & Ethnicity):
Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.
Address:
Street City State Zip
Phone (with area code): Fax (with area code):
Proposed Subcontract Amount: \$ Percentage of Prime Contract: %
Description of Subcontract Work to be Performed:
Bran March Bull 1/23/23 Printed Name of Contractor Representative Signature of Representative Date
Signature of Representative Date
Printed Name of HUB Signature of Representative Date
Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties. Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

	PA	GE 1 OF 4	
Bidder intends to utilize Su Yes No	bcontractors/Subconsultants	s in the fulfillment of this cor	tract (if awarded).
Prime Contractor:			HUB: Yes No
HUB Status (Gender & Ethnicit	:y):		
Address:			
Street	City	State Zip	
Phone (with area code):		Fax (with area code):	
Project Title & No.:		IFB/RFP No.:	<u> </u>
Total Contract: \$		Total HUB Subcontract(s):	\$
Construction HUB Goals: 12.89	% MBE;:	% 12.6% WBE:	%_
FOR HUB OFFICE USE ONLY:	ice reviewed and verified HUB Sub int	formation Date:	
PART I. HUB SUBCONTRACT			
HUB Status (Gender & Ethnicity	/):		
Certifying Agency: Texa	as Bldg & Procurement Comm.		_
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 Wor	k to be Performed:		
REQUIRED FORM			

<u>Bidder</u>: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

HUB Subcontractor	Name:					
HUB Status (Gender	& Ethnicity):					
Certifying Agency:	Tx. Bldg & Pi			☐ Tx Unified Certification Prog.		
Address:				_		
	Street	City	State	Zip		
Contact person:		, <u>.</u>	Title:			
Phone (with area co	de):			area code):		
Proposed Subcontra						
	,			ntage of Prime Contract:	%	
Description of Subco	,	Df			<u> </u>	
Description of Subco	ontract Work to be	Performed:				
Description of Subco	ontract Work to be	Performed:				
Description of Subco	ontract Work to be	Performed:				
	ontract Work to be	Performed:				
HUB Subcontractor (Name:	Performed:				
HUB Subcontractor I	Name:	Performed:				
HUB Subcontractor I HUB Status (Gender Certifying Agency:	Name:	Performed:				
HUB Subcontractor I HUB Status (Gender Certifying Agency:	Name: & Ethnicity): Tx. Bldg & Pri	Performed:	☐ Jefferson County State	☐ Tx Unified Certification Prog.		
HUB Subcontractor I HUB Status (Gender Certifying Agency: Address:	Name: & Ethnicity): Tx. Bldg & Pri	Performed: ocurement Comm.	☐ Jefferson County State Title:	☐ Tx Unified Certification Prog.		
HUB Subcontractor I HUB Status (Gender Certifying Agency: Address: Contact person:	Name: & Ethnicity): Tx. Bldg & Pri Street	ocurement Comm.	☐ Jefferson County State Title: Fax (with	☐ Tx Unified Certification Prog.		

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

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIA	ANCE FOR NO	T MEETING HUB	SUBCONTRAC	TING GOALS	5
Instructions to Bidder: Please complete G	ood Faith Effo	rt (GFE) Checklist a	nd attach any s	supporting d	ocumentation.
Our firm was unable to meet the HUB goals for this project for the following reasons:					
All Subcontractors to be utilized HUBs were solicited but did not of the HUBs solicited were not competitive. HUBs were unavailable for the formula of the HUBs.	respond. itive.		N)	o Alb	
Was the Jefferson County HUB Office conta	acted for assista	ance in locating HUE	Bs?	Yes	☐ No
PART III: DISCLOSURE OF OTHER "NON	-HUB" SUBCO	NTRACTS			
The Bidder shall use this area to provide a ! under this project. A list of those "Non-HUB the Purchasing Office not later than five (5) of those "Non-HUB" Subcontractors that a selection.	l" Subcontracto Calendar davs af	ors the Bidder select fter being notified to	s, after bid subt	mission, shal	be provided to
Subcontractor Name:			<u> </u>	-	
Address: Street	City				<u>-</u> .
Contact person:	City	State Title:	Zip		
Phone (with area code):			ea code):		
Proposed Subcontract Amount: \$			ge of Prime Contra		· ·
Description of Subcontract Work to be Performe	d:				
Subcontractor Name:					
Address:	_		<u></u>	 	
Street	City	State	Zip		
Contact person:		Title:			
Phone (with area code):		Fax (with are	ea code):		
Proposed Subcontract Amount: \$	Percentag	e of Prime Contra	ıct:	%_	
Description of Subcontract Work to be Performed	d:				
REQUIRED FORM Bidder: Please complete this form and include with bid submission.				>	

(IFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

PAGE 56 OF 61

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

		PAGE 4 O	F 4		
Subcontractor Name:				·	<u> </u>
Address:					
St	reet	City	State	Zip	
Contact person:			Title: _		
Phone (with area code):		<u>.</u>	Fax (with a	area code):	
Proposed Subcontract A	mount: \$		Percenta	age of Prime Contract:	%
Description of Subcontra	ct Work to be Performed:		-	· · · · · · · · · · · · · · · · · · ·	
Subcontractor Name:					
Address:	eet				
	eet	City	State	Zip	
Contact person:			Title: _		
Phone (with area code):			Fax (with a	rea code):	
Proposed Subcontract Ar	nount: \$		Percenta	ge of Prime Contract:	%_
Description of Subcontra	ct Work to be Performed:				
		· ,			
uns form, and attached	any necessary support d	ocumentation a	s required. I	, truthfully completed all appl fully understand that intentio or termination of any resultin	nally falsifying
Name (print or type):	Brian Marcus				
Title:	President	-			
Signature:	- Myss	8			
Date:	t/22	(W)			
E-mail address:	customercare@unip	pakcorp.net			
Contact person that will	be in charge of invoicing t	for this project:			
Name (print or type):	Brian Marcus				
Title:	President			DECLURED FORM	
Date:			74.	REQUIRED FORM Bidder: Please comp	lete this form
E-mail address:	customercare@un	ipakcorp.net		and include with bid	

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) "Non-resident 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 Government Code §2252.001.		[company name] is a Resident Bidder of Texas as defined in
⋈′	L certify that	Unipak Com	[company name] is a Names ideal Bill 1 (1)

Government Code §2252.001 and our principal place of business i		uennea	111
(city and state).	···	 	

Taxpayer Identification Number (T.I.N.):	11-3352957			
Company Name submitting bid/proposal:	Unipak Corp.			
Mailing address: POB 332, West Long Br	anch, NJ 07764			
If you are an individual, list the names and add	resses of any partnership of which you are a general partner:			

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

Jefferson County Tax Acct. No.*	Property address or location**
* 71.	

- * 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.

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, Brian Marcus	, the	undersigned	representative	of (compa	ny or business
referred to as company) beir undersigned notary, do her provisions of Subtitle F, Title	ng an adult over the eby depose and v	e age of eighted verify under o	en (18) years of a ath that the con	ge, after being	duly sworn by the
Does not boycott Israel cu	rrently; and				
2. Will not boycott Israel dur	ing the term of th	e contract,			
Pursuant to Section 2270.00	2, Texas Governm	ent Code:			
1. "Boycott Israel" means reaction that is intended to pen or with a person or entity do action made ordinary business	alize, inflict e cono ping business in Isi	mic harm on, oı	·limit commercia	l relations spec	cifically with Israel.
2. "Company" means a for-p venture, limited partnership, owned subsidiary, majority- association that exist to make	, limited liability p owned subsidiary e a profity	partnership, or	an limited liabili	it v company, i	ncluding a wholly
Bulw	J.				
Signature of Company Repres	entative				
alnla	7				
8/17/2 Date	<u> </u>				
On this <u>17</u> day of Boak Muraduly sworn, did swear and d	Ayrt, 20	レ), personall , the a above is true a	y appeared bove-named pe and correct.	erson, who af	ter by me being
Notary Seal	- Collection	1			
	Notary Signatu	are			
OSCAR R HERNANDEZ Public, State of New Jersey Imission Expires Jan 11, 2028	Date	-			_
			<u>Bidder</u> :	ED FORM Please compl ude with bid	lete this form

SENATE BILL 252 CERTIFICATION

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

Unipak Corp.
Company Name
_23-054/MR
IFB/RFP/RFQ number
Certification check performed by:
But
Purchasing Representative
Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders. STATE OF New Jersey COUNTY OF Monmouth BEFORE ME, the undersigned authority, a Notary Public in and for the State of New Jersey on this day personally appeared _____ Brian Marcus (name) after being by me duly sworn, did depose and say: Brian Marcus _____ am a duly authorized officer of/agent (name) Unipak Corp. and have been duly authorized to execute the (name of firm) foregoing on behalf of the said___ Unipak Corp. (name of firm) I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon." Name and address of Bidder:____ Unipak Corp. Fax: 718-677-9371 Telephone# 888-808-5120 by: Brian Marcus Title: President (print name) Signature: SUBSCRIBED AND SWORN to before me by the above-named Bran Maras this the 17 day of Ajv 14 **REQUIRED FORM** OSCAR R HERNANDEZ Notary Public, State of New Jersey Notary Public in and for Bidder: Please complete this form My Commission Expires Jan 11, 2028 the State of New Jersey and include with bid submission.



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:

IFB 23-054/MR

IFB TITLE:

Term Contract for Catalog Pricing for Janitorial Supplies for

Jefferson County

IFB DUE BY:

11:00 am CT, Wednesday, September 20, 2023

ADDENDUM NO.: 1

ISSUED (DATE):

August 28, 2023

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 bids to have been proffered in recognition and consideration of the entire IFB Specifications 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 bid submission.** If the bid submission 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 IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Questions 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 Respondent:
ATTEST:	By. MAN			
Ludoh marco	Authorized Signature (Respondent)			
Witness	President			
Judah Marcus	Title of Person Signing Above			
Witness	Brian Marcus			
	Typed Name of Business or Individual			
Approved by Date:	POB 332, West Long Branch, NJ 07764			
	Address			



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

1. Question: I do not see a list of the desired supplies. If there isn't, would you inform me if funding would be available for disposable gloves within this solicitation? If so, please provide any information on type of gloves used, annual usage, or frequency, etc. Not sure if only chemicals are being sought out in this solicitation.

Answer: There is not a list of desired supplies. This Invitation for Bid is just for a discounted rate on your catalog pricing for janitorial supplies. This would include disposable gloves. The type and usage would be determined by the department at time of purchase based on the catalog pricing you submit.



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:

IFB 23-054/MR

IFB TITLE:

Term Contract for Catalog Pricing for Janitorial Supplies for

Jefferson County

IFB DUE BY:

11:00 am CT, Wednesday, September 20, 2023

ADDENDUM NO.: 2

ISSUED (DATE):

September 13, 2023

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 bids to have been proffered in recognition and consideration of the entire IFB Specifications 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 bid submission. If the bid submission 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 IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Questions 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 Respondent:
ATTEST:	En und			
iΛe n.t.	Authorized Signature (Respondent)			
Witness	President			
Aam Maray	Title of Person Signing Above			
Witness	Brian Marcus / Unipak Corp.			
	Typed Name of Business or Individual			
Approved by Date:	POB 332, West Long Branch, NJ 07764			
	Address			



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

1. Question: We don't print a catalog. Everything w have available is on our website. Is that a suitable replacement for a catalog?

Answer: Yes.



ACORD 25 (2016/03)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/17/2023

1001486 132849.13 04-22-2020

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

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

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CERTIFICATE OF LIABILITY INSURANCE

OP ID: DD

DATE (MM/DD/YYYY) 08/17/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

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Jefferson County 1149 Pearl St.

Beaumont, TX 77701

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AUTHORIZED REPRESENTATIVE

Travein Calmin



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

LEGAL NOTICE Advertisement for Request for Proposal

OCTOBER 3, 2023

Jefferson County is seeking submittals from qualified firms to provide professional grant administration and management services in accordance with Request for Proposals (RFP 23-066/JW) Professional Grant Administration and Management Services for Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

All interested firms should obtain a "Request for Proposal" specifications packet from the Jefferson County Purchasing webpage at: https://www.co.iefferson.tx.us/Purchasing/

All submittals shall be evaluated by a Selection Review Committee. This committee will evaluate proposals submitted received for this request and select the Consultant/Consulting Firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the Request for Proposal number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, November 1, 2023. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Jamey West, Contract Specialist at 409-835-8593 or Jamey.West@jeffcotx.us

REQUEST NAME: Professional Grant Administration and Management Services for Texas General Land Office (GLO) Community

Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

REQUEST NUMBER: RFP 23-066/JW

DUE DATE/TIME: 11:00 am CT, Wednesday, November 1, 2023

MAIL OR DELIVER TO: Jefferson County Purchasing Department

1149 Pearl Street, 1st Floor Beaumont, TX 77701

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a response in accordance with the terms and conditions stated in this request. Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,

Debaran Classic

Deborah L. Clark, Purchasing Agent Jefferson County, Texas

PUBLISH:

Beaumont Enterprise:

OCTOBER 4, 2023 & OCTOBER 11, 2023

The Port Arthur News:

OCTOBER 5, 2023 & OCTOBER 12, 2023

The Examiner:

OCTOBER 5, 2023

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SECTION 1: INTRODUCTION: REQUEST FOR PROPOSALS (RFP 23-066/JW)

PROFESSIONAL GRANT ADMINISTRATION AND MANAGEMENT SERVICES
FOR TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERYMITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM

1.1 INTRODUCTION AND SCOPE OF WORK

INTRODUCTION: Texas General Land Office (GLO) Community Development Block Grant Disaster-Recovery Mitigation (CDBG-MIT) Resilient Communities Program

The Texas General Land Office (GLO) allocated up to \$100 million in Community Development Block Grant Mitigation (CDBG-MIT) funds for the Resilient Communities Program (RCP). The RCP will fund the development, adoption, and implementation of modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards.

Applications will have a **maximum of \$300,000 per applicant**, first-come first-served. At least 50% must address mitigation needs in the CDBG-MIT most impacted and distressed (MID) areas identified by the United States Department of Housing and Urban Development (HUD). Units of local government (e.g., cities, counties, federally recognized tribes, and councils of governments) located in a CDBG-MIT eligible area. Entity must have legal authority to adopt and enforce the building code, zoning ordinance, land use plan, and/or comprehensive plan proposed in the RCP application. RCP staff is available to assist potential applicants with understanding how the program can best assist in meeting the needs of the community with regard to mitigation activities, such as modern building code adoption, that increase the resilience and reduce the likelihood of losses of life and property from future disasters. Develop, update, adopt, and implement:

PLANNING ACTIVITIES

- BUILDING CODES that meet or exceed International Residential Code (IRC) edition 2012;
- FLOOD DAMAGE PREVENTION ORDINANCES must require new structures to be at least 2-feet above base flood elevation;
- ZONING ORDINANCES based upon a land use plan or comprehensive plan; and
- Forward-looking LAND USE PLANS and/or COMPREHENSIVE PLANS that integrate hazard mitigation planning.

PUBLIC SERVICE ACTIVITIES

- Activities leading to an increase in community knowledge and/or the National Flood Insurance Program's voluntary Community Rating System's (CRS) incentive program.
- Examples include education and outreach campaigns that alert communities and beneficiaries to mitigation opportunities and best practices. Public Service activities must meet a HUD national objective.

Application intake will begin on June 1, 2022 and will be processed for eligibility on a first come, first served basis until June 1, 2028 or until funding is exhausted, whichever is first.

SCOPE OF WORK: Jefferson County is requesting proposals from all interested consulting firms/consultants desiring to provide PROFESSIONAL GRANT ADMINISTRATION SERVICES for Texas General Land Office Community Development Block Grant Disaster Recovery-Mitigation, Resilient Communities Program (RCP) contracts, *if awarded*.

If awarded, the contracted Grant Administrator will assist Jefferson County in its **application(s)** for the implementation of one or more contracts, from the GLO's CDBG-MIT RCP Program. The County is considering applying for such funding for planning activities.

1.2 PROCEDURE.

Qualified Consultants/Consulting Firms are encouraged to submit a proposal in response to this Request for Proposals (RFP). The Jefferson County Commissioners' Court will appoint a Selection Review Committee to evaluate qualified Responses. Responses will be ranked on the basis of demonstrated experience, competence, qualifications, and cost of services.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.3 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Jefferson County Commissioners' Court will select individuals that are necessary and appropriate to serve on the Selection Review Committee. The Selection Review Committee is to include (1) elected official; with the total number of committee appointments *not exceed* five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.4 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFP response may be incorporated into any contract which results from this RFP, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Vendors shall not contact any Jefferson County personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this RFP, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFP shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Responses, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.5 LAWS AND REGULATIONS.

The Contractor (Consultant/Consulting Firm(s)) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

1.6 MINIMUM INSURANCE REQUIREMENTS.

The CONTRACTOR shall, at all times during the term of this contract, maintain **professional liability insurance coverage.** Such insurance is to be provided at the sole cost of the contractor. This requirement does not establish limits of the contractor's liability.

Contractor shall furnish Jefferson County with Certificate of Insurance with a *Written Notation* that Jefferson County is <u>an additional insured</u> on the policy, and will provide the actual policy wording or endorsement showing as such.

1.7 TERMS AND CONDITIONS.

- 1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
- 2. Any agreement or contract resulting from this RFP shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
- 3. The Grant Administrator (Consultant/Consulting Firm) shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
- 4. No reports, information, or data given to or prepared by the Grant Administrator (Consultant/Consulting Firm) under contract shall be made available to any individual or organization by the Grant Administrator (Consultant/Consulting Firm) without the prior written approval of the County.

RESPONDENT:

INSERT COPY OF CERTIFICATE OF INSURANCE (PROFESSIONAL LIABILITY POLICY) BEHIND THIS PAGE.

Note: For RFP response submission purposes, a general COI will suffice. However, a COI that includes the notation that "<u>Jefferson County as an additional insured</u>" will be required from Awarded Respondent(s) prior to the issuance of a Purchase Order.

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. *Language as of August 31, 2022.

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."	
	41 CFR 60-1.4 Equal opportunity clause.	
	(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:	
None	The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)
	During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for	DACE 6 OF 4F

employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.
- (5) The 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.
- (6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract 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.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The

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 a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor 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 interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.

>\$2,000

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29

2 CFR 200 APPENDIX II (D)

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	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 each contractor or subrecipient 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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 must be required to 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to 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).	2 CFR 200 APPENDIX II (G)
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file 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	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

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	covered by <u>31 U.S.C. 1352</u> . 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.	
	See 2 CFR §200.323.	2 CFR 200
		APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
	§135.38 Section 3 clause All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): A. The work to be performed under this contract is subject to the requirements	
	of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.	
	B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.	
>\$100,000	C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.	
	D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.	

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

None

2 CFR 200.216

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	(b) In implementing the prohibition under <u>Public Law 115-232</u> , section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.	
	(c) See Public Law 115-232, section 889 for additional information.	
	(d) See also <u>§ 200.471</u> .	
None	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:	2 CFR
None	(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.	200.322(a)(b)(1) (2)
	(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;	2 CFR 200.321

	(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority	
	businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's	
	business enterprises;	
	(5) Using 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; and	
	(6) Requiring the prime contractor, if subcontracts are to be let, to take the	
	affirmative steps listed in paragraphs (b)(1) through (5) of this section. Financial records, supporting documents, statistical records, and all other non-	
	Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the	
	date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case	
	of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities.	
	The only exceptions are the following:	
	(a) If any litigation, claim, or audit is started before the expiration of the 3-year	
	period, the records must be retained until all litigation, claims, or audit findings	
	involving the records have been resolved and final action taken.	
	(b) When the non-Federal entity is notified in writing by the Federal awarding	
	agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.	
	(c) Records for real property and equipment acquired with Federal funds must	
	be retained for 3 years after final disposition.	
	(d) When records are transferred to or maintained by the Federal awarding	
	agency or pass-through entity, the 3-year retention requirement is not	
	applicable to the non-Federal entity.	
None	(e) Records for program income transactions after the period of performance.	2 CFR 200.334
	In some cases, recipients must report program income after the period of	
	performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of	
	the non-Federal entity's fiscal year in which the program income is earned.	
	(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies	
	to the following types of documents and their supporting records: Indirect cost	
	rate computations or proposals, cost allocation plans, and any similar	
	accounting computations of the rate at which a particular group of costs is	
	chargeable (such as computer usage chargeback rates or composite fringe	
	benefit rates).	
	(1) If submitted for negotiation. If the proposal, plan, or other computation is	
	required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention	
	period for its supporting records starts from the date of such submission.	
	(2) <i>If not submitted for negotiation</i> . If the proposal, plan, or other computation	
	is not required to be submitted to the Federal Government (or to the pass-	
	through entity) for negotiation purposes, then the 3-year retention period for	
	the proposal, plan, or computation and its supporting records starts from the	
	end of the fiscal year (or other accounting period) covered by the proposal,	
	plan, or other computation.	
	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR	
	FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may	Texas Government
None	not enter into a governmental contract with a company that is identified on a	Code 2252.152
	list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252,	
	2270.0132. III accordance with rexas dovernment code, chapter 2232,	

		605
	Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.	
	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following: (a) This section applies only to a contract that:	
	(1) is between a governmental entity and a company with 10 or more full-time employees; and	
>\$100,000	(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.	Texas Government
7 4 2 5 5 7 5 5 5	(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:	Code 2271.002
	(1) does not boycott Israel; and	
	(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract		
Language for contracts awarded prior to Grant	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
Award	.a.aa a.a a.a.a aaa, tire contract shan terminate.	
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall,	Section 504 of the
	solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program	Rehabilitation Act of 1973, as
	or activity receiving federal financial assistance.	amended.

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or

entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor ______ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

REQUIRED FORM

Respondent:

Date

Please complete this form and include with RFP response submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor	certifies or affirms by your signature that neither you nor your for debarment, declared ineligible, or voluntarily excluded from nt or agency.
Signature of Contractor's Authorized Official	
Name and Title of Contractor's Authorized Official	
Date	

REQUIRED FORM Respondent:

Please complete this form and include with RFP response submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. <u>EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)</u> (For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, 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. The contractor 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) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.
- 5) The 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.
- 6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract 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.

8)

9) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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 a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor 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 interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM Respondent:

Please complete this form and include with RFP response submission.

SECTION 3: RFP SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions **supersede** General Requirements where applicable.

3.1 SUBMISSION OF PROPOSAL.

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

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

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

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

The County requests that response submissions <u>NOT</u> be bound by staples or glued spines.

Respondent is responsible for submitting: One (1) ORIGINAL and Five (5) RESPONSE COPIES; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFP updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 AM CT, WEDNESDAY, NOVEMBER 1, 2023.

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

Late responses will not be accepted and will be returned unopened to the Respondent.

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.

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

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver RFP responses 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. In response to the Covid-19 pandemic, Jefferson County will be implementing precautionary measures as currently recommended by the CDC within its facilities. Respondents are strongly urged to plan accordingly.

3.4 COUNTY HOLIDAYS 2023 (REMAINING):

November 10 (Friday) Veteran's Day
November 23 & 24 (Thursday & Friday) Thanksgiving
December 25 & 26 (Monday & Tuesday) Christmas
January 1, 2024 (Monday) New Year's

3.5 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 RFP 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 RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of proposals 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.

Responses will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.6 PRE-PROPOSAL CONFERENCE.

A Pre-Proposal Conference will not be held for this project.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to JAMEY WEST, CONTRACT SPECIALIST at: <u>Jamey.West@jeffcotx.us</u>

The Deadline for Submission of Questions and/or Requests for Additional Information (in writing) is: 5:00 pm CT, MONDAY, OCTOBER 23, 2023

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County are <u>required</u> 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

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may <u>initially</u> accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFP/RFQ submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) <u>prior</u> to the award and/or execution of an agreement or contract for the project.

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFP RESPONSE SUBMISSION.

INSTRUCTIONS:

(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 <u>WITH RFP SUBMISSION</u>.

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

SAMPLE: A sample of a completed FORM 1295 is included on **PAGE 22**.

FORM 1295 Implementation Background:

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 <u>not</u> 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

CERTIFICATE OF INT	ERESTED	PARTIES		FORM 129
Complete Nos. 1 - 4 and 6 if Complete Nos. 1, 2, 3, 5, and				DFFICE USE ONLY
Name of business entity filing form entity's place of business. ENDOR:ENTER YOUR BUSINESS NA		4 1 1		1. USFile
Name of governmental entity or s which the form is being filed. FFERSON COUNTY, TEXAS	tate agency that is	a party to the contra	ct for	1.1151
Provide the identification number and provide a description of the s ENDOR: ENTER BID/PROPOSAL/CO				Identify the contract, contract.
Name of Interested Party	(plac	State, Country e of business)	Nature of Int	erest (check applicable
NDOR: ENTER EACH PERSON HAVIN VNERS ARE THE CONTROLLING PAR	IG NTEREST, TIES.	exu	х	
NDOR: WORKERS (OR NON-OWNER OMPANY ARE INTERMEDIARY PARTI	IS) IN YOUR	NA STAIC		X
Check only if there is No Inter		CHECK BEI	OW IF APPLICABL	E
UNSWORN DECLARATION VENDO My name is	R: COMPLETE, DAT	E, AND SIGN THIS DEC	CLARATION SECTION	ù
My address is (street) (street) (deviate under penalty of perjury that the		(city)	(state) (zi	p code) (country)
Executed in Coun	ty, State of	, on the d	ay of(month)	(year)
		Signature of author	zed agent of contracting (Declarant)	business entity

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017 NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

RESPONDENT:

INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF BEHIND THIS PAGE.

RESPONDENT: INSERT PROOF OF REGISTRATION/CERTIFICATION STATUS FOR ANY/ALL OF THE

FOLLOWING, IF APPLICABLE:

HUB (Historically Underutilized Business)

DBE (Disadvantaged Business Enterprise)

MWBE (Minority/Women Owned Business Enterprise)

SECTION 3 (CONTINUED): SPECIAL REQUIREMENTS/RFP SUBMISSION INSTRUCTIONS

3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for GRANT ADMINISTRATION AND MANAGEMENT SERVICES for Jefferson County are required to submit a Proposal in order to be considered for contracts under this procedure. Only firms with proposals submitted in response to this Request for Proposal will be evaluated.

The proposal should be no more than 40 PAGES (excluding these RFP specifications and and/all Addenda), and shall contain at a minimum, the following:

- 1. Name of the firm wishing to contract with the County.
- 2. Firm's local address.
- 3. Firm's corporate or main office address.
- 4. Number of years the firm has been in business.
- 5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
- 6. Firm's organization chart.
- 7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
- 8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
- 9. A description of representative work accomplished for all jobs within the past five (5) years.
- 10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFP to governmental entities.
- 11. Describe reasons why the firm would be uniquely qualified to provide Grant Administration and Management Services to Jefferson County.
- 12. Describe any unique services offered by your firm.
- 13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on **PAGE 32** of this package.

3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

PROPOSAL REQUIREMENTS.

- A copy of your current **certificate of insurance** for professional liability.

- Statement of Conflicts of Interest

(if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that City/County/District may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.

- System for Award Management.

Service provider must have a current registration in the System for Award Management (https://www.sam.gov/SAM/). Service provider and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date. This clearance information must be included in the service provider's RFP Response. See PAGE 20.

- Form CIQ, (enclosed, See PAGE 38.)

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's

employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response. Certification Regarding Lobbying (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.

Form 1295 (Completed, SEE PAGE)

Effective January 1,2018, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information. Form 1295 requires the inclusion of an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form.

Required Contract Provisions.

Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.

Contracting with minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms must participate in this RFP.

If the AWARDED VENDOR is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

- 1) Placing qualified minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.
- 6) Please choose the MBDA Center that is in closest proximity to your community. Email your Request for Qualifications (RFP) to the appropriate center.

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center

8828 N. Stemmons Freeway, Ste. 550B Dallas, TX 75247 214-920-2436

Website: https://www.mbdadfw.com

Email: admin1@mbdadallas.com

El Paso MBDA Business Center

2401 East Missouri Avenue El Paso, TX 79903 915-351-6232

Website: https://www.mbda.gov/businesscenter/el-paso-mbda-business-center

Email: treed@ephcc.org

Houston MBDA Business Center

3100 Main Street, Ste. 701 Houston, TX 77002 713-718-8974

Website: https://www.mbda.gov/business-center/houston-

mbda-business-center

Email: MBDA@hccs.edu

San Antonio MBDA Business Center

501 W. Cesar E. Chavez Blvd., Ste. 3.324B

San Antonio, TX 78207

210-458-2480

Website: https://www.mbda.gov/business-center/san-antonio-

mbda-business-center

Email: orestes.hubbard@utsa.edu

Woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Dallas Fort Worth WBC

7800 N. Stemmons Fwy., Ste. 120

Dallas, TX 75247 214-572-9452

Website: https://womensbusinesscenterdfw.com/

Email: wbcdfw@liftfund.com

WBEA - Women's Business Center

9800 Northwest Freeway, Ste. 120

Houston, TX 77092 713-681-9232

Website: https://www.wbea-texas.org/womens-business-center

Email: wbc@wbea-texas.org

LiftFund Women's Business Center 600 Soledad St. San Antonio, TX 78205 888-215-2373 ext. 3000

Website: https://womensbusinesscentersa.com/

Email: wbc@liftfund.com

3.12 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in proposal submission is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent).

Respondent <u>must</u> clearly mark the applicable pages of Respondent's proposal to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all proposal section(s) and page(s) that have been marked as confidential.

Jefferson County will protect from public disclosure such portions of proposal, unless directed otherwise by legal authority, including existing open records acts.

Merely making a blanket claim that the entire proposal submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire proposal submission subject to release under the Texas Public Information Act.

By submitting a proposal, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Proposal Submission or other information submitted by Respondent.

3.13 EVALUATION SCORING CRITERIA FOR RFP RESPONSES

The appointed Selection Review Committee will consider the following criteria in evaluating responses:

- EXPERIENCE AND QUALIFICATIONS 30 maximum points
- WORK PERFORMANCE (References and Prior Experience)
- CAPACITY TO PERFORM 20 maximum points
- PROPOSED FEE 20 maximum points

SEE SAMPLE SCORING SHEET FOR A DETAILED BREAKDOWN OF SCORING CRITERIA, PAGE 29.

Administration/Professional Services Rating Sheet

Cront D			VERY-MITIGATION (CDBG-	VIT)
	·	SILIENT COMMUNITIES PROGRAM e of Rating		
	or's Name	ate of Nating		
Experien				
Rate the	Nespondent Proposal (RFP) by awarding points up to the man y to assess the Respondent on these criteria may be gathered ent and/or by contacting past/current clients of the Responde	d either from past expe		
Experien	<u>ce</u>			
	<u>Factors</u>	Max.Pts.	<u>Score</u>	
1.	Related Experience/Background with federally funded projects	10		
2.	Related Experience/Background with specific project type:	10		
	Community Development Block Grant (CDBG) - Disaster Recov (DR) Mitigation (MIT), Resilient Communities Program (RCP)	ery		
5.	References from current/past clients	10		
	Subtotal, Experience	30		
Work Per	<u>formance</u>			
	<u>Factors</u>	Max.Pts.	<u>Score</u>	
1.	Submits requests to client/GLO in a timely manner	5		
2.	Responds to client/GLO requests in a timely manner	5		
3.	Past client/GLO projects completed on schedule	5		
4.	Work product is consistently of high quality with low level of erro	rs 5		
5.	Past client/GLO projects have low level of monitoring findings/concerns	5		
6.	Manages projects within budgetary constraints	5		
	Subtotal, Performance	30		
Capacity	to Perform			
	<u>Factors</u>	Max.Pts.	Score	
1.	Qualifications of Professional Administrators / Experience of Sta	ff 5		
2.	Present and Projected Workloads	5		
3.	Quality of Proposal/Work Plan	5		
4.	Demonstrated understanding of scope of the CDBG-DR Project	5		
	Subtotal, Capacity to Perform	20		
Propose	d Cost			
	<u>Factors</u>	Max.Pts.	<u>Score</u>	
	Proposed cost is in line with independent estimate and compare with all cost proposals received	d 20		
		20		
TOTAL S	CORE			
	<u>Factors</u>	Max.Pts.	Score	
	Experience	30		
	Work Performance	30		
	Capacity to Perform	20		
	Proposed Cost	20		
	Total Score	100		

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 23-066/JW) Professional Grant Administration and Management Services for Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program.

Respondent's Company/Business Name:					
Respondent's TAX ID Number:					
If Applicable: HUB Vendor No	DBE Vendor No				
Contact Person:	Title:				
Phone Number (with area code):					
Alternate Phone Number if available (with	area code):				
Fax Number (with area code):					
Email Address:					
Mailing Address (Please provide a <u>physical</u>	address for bid bond return, if applicable):				
Address					
City, State, Zin Code					

REQUIRED FORM

Respondent:

Please complete this form and include with RFP response submission.

REQUEST FOR PROPOSAL (RFP 23-066/JW) PROFESSIONAL GRANT ADMINISTRATION AND MANAGEMENT SERVICES FOR TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERYMITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM

Maximum Grant Award Amount: \$300,000.00

Provider shall perform at the direction of the potential Subrecipient (Jefferson County, Texas), in assistance to the County, comprehensive administration services necessary to facilitate activities for the disaster relief, recovery, restoration, and economic revitalization in the County under the CDBG—DR Program. Provider will assist the County in fulfilling State and Federal CDBG-DR statutory responsibilities related to recovery from Hurricanes Ike and Dolly including, but not limited to, performing grant administration services for non-housing and/or housing projects. Grant administrative services must be performed in compliance with appropriate Texas General Land Office (GLO) grant guidelines and requirements.

TOTAL (Potential) GRANT AWARD AMOUNT	PROPOSED FEES
\$ 50,000 - \$99,999.99	%
\$100,000 - \$199,999.99	%
\$200,000 - \$300,000.00	%

REQUIRED FORM

<u>Respondent</u>: Please complete this form and include with RFP submission.

VENDOR REFERENCES FORM

Respondent: 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.

REQUIRED FORM

Respondent: Please complete this form and include with RFP submission.

REFERENCE ONE					
Government/Company Name:					
Address:					
Contact Person and Title:					
Phone:	Fax:				
Email Address:	Contract Period:				
Scope of Work:					
REFERENCE TWO					
Government/Company Name:					
Address:					
Contact Person and Title:					
Phone:	Fax:				
Email Address:	Contract Period:				
Scope of Work:					
REFERENCE THREE					
Government/Company Name:					
Address:					
Contact Person and Title:					
Phone:	Fax:				
Email Address:	Contract Period:				
Scope of Work:					

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 Respondent be willing to allow other governmental eterms and conditions?	ntities to piggyback off this contract, if awarded, under the same Yes No
This RFP Response shall remain in effect for ninety (90) day state and local sales tax (exempt).	rs from RFP opening and shall be exclusive of federal excise and
	o furnish any and all items upon which prices are offered, at the in the Proposal Submission, Conditions of RFP Response, ade a part of the accepted contract.
partnership or individual has not prepared this RFP responsion of this RFP response as to prices, terms or conditions of said by any employee or agent to any other RFP Respondent or the official opening of this RFP. And further, that neither the	e execute the contract, that this company, corporation, firm, e in collusion with any other Respondent, and that the contents response have not been communicated by the undersigned nor to any other person(s) engaged in this type of business prior to a Respondent nor their employees nor agents have been for the pool or agreement or combination to control the price of goods at to respond thereon.
RFP Respondent (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

REQUIRED FORM

Respondent:

Please complete this form and include with RFP response submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official (Please Print)
Date

REQUIRED FORM

Respondent:

Please complete this form and include with RFP response submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB 0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		offer/application Il award	Report Type: a. initial filing b. material change
Name and Address of Reporting E Prime Sub-awarde Tier, if	ee	If Reporting Ent Name and Addre	ity in No. 4 is Sub-awardee, Enter ss of Prime:
Congressional District, if known	wn:	Congression	onal District, if known:
Federal Department/Agency:		7. Federal Prog	ram Name/Description: f applicable:
Federal Action Number, if known:		9. Award Amou	nt, if known:
10. a. Name and Address of Lobby (if individual, last name, first name			,
11. Information requested through thi authorized by title 31 U.S.C. section 13 disclosure of lobbying activities is a n representation of fact upon which reliably the tier above when this transaction entered into. This disclosure is require U.S.C. 1352. This information will be recongress semi-annually and will be a inspection. Any person who fails to fill disclosure shall be subject to a civil p than \$10,000 and not more than \$100,0 failure.	352. This naterial ance was placed n was made or ed pursuant to 31 eported to the vailable for public e the required enalty of not less	Print Name:	 Date:
Federal Use Only			rized for Local Reproduction dard Form - LLL (Rev. 7-97)
REQUIRED FORM Respondent: Please complete this form and in with RFP response submission.	nclude		

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - $(\bar{\textbf{i}})$ a contract between the local governmental entity and vendor has been executed;
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIG
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate than the 7th business day after the date on which you became aware that the origin	
incomplete or inaccurate.) Name of local government officer about whom the information in this section is being disclosed.	and
wame or local government officer about whom the information in this section is being disclosed	sed.
Name of Officer	
This section (item 3 including subparts A, B, C, & D) must be completed for each officer wit employment or other business relationship as defined by Section 176.001(1-a), Local Governm pages to this Form CIQ as necessary.	ent Code. Attach additional
A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?	come, other than investment
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the local	
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity with government officer serves as an officer or director, or holds an ownership interest of one perce	
Yes No	
D. Describe each employment or business and family relationship with the local government of	fficer named in this section.
Ī	

Adopted 8/7/2015

REQUIRED FORM

Respondent:

Please complete this form and include with RFP response submission.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

		MENT OFFICER	FORM CI
-	CONFLICTS DISC	CLOSURE STATEMENT	
T	his questionnaire reflects chan	ges made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
g		opriate local governmental entity that the following local e aware of facts that require the officer to file this statement 6, Local Government Code.	Date Received
]	Name of Local Government	t Officer	
	Office Held		
]		by Sections 176.001(7) and 176.003(a), Local Government (
7			
	from vendor named in item	ocal government officer and any family member, if aggregs 3 exceeds \$100 during the 12-month period described by	Section 176.003(a)(2)(B).
١	from vendor named in item Date Gift Accepted	3 exceeds \$100 during the 12-month period described by Description of Gift	Section 176.003(a)(2)(B).
L	from vendor named in item Date Gift Accepted	3 exceeds \$100 during the 12-month period described by	Section 176.003(a)(2)(B).
J	Date Gift Accepted Date Gift Accepted	3 exceeds \$100 during the 12-month period described by Description of Gift	Section 176.003(a)(2)(B).
יי	Date Gift Accepted Date Gift Accepted	Description of Gift Description of Gift	Section 176.003(a)(2)(B).
_	Date Gift Accepted Date Gift Accepted	Description of Gift Description of Gift Description of Gift	s true and correct. I acknowledge ned by Section 176.001(2), Local acknowledge that this statement
	Date Gift Accepted Date Gift Accepted Date Gift Accepted	Description of Gift Description of Gift Description of Gift (attach additional forms as necessary) I swear under penalty of perjury that the above statement is that the disclosure applies to each family member (as defir Government Code) of this local government officer. I also	s true and correct. I acknowledge ned by Section 176.001(2), Local acknowledge that this statement 0)(2)(B), Local Government Code.
_	Date Gift Accepted Date Gift Accepted Date Gift Accepted	Description of Gift Description of Gift Description of Gift (attach additional forms as necessary) I swear under penalty of perjury that the above statement is that the disclosure applies to each family member (as defin Government Code) of this local government officer. I also covers the 12-month period described by Section 176.003(a	s true and correct. I acknowledge ned by Section 176.001(2), Local acknowledge that this statement 0)(2)(B), Local Government Code.
	Date Gift Accepted Date Gift Accepted Date Gift Accepted AFFIDAVIT	Description of Gift Description of Gift Description of Gift (attach additional forms as necessary) I swear under penalty of perjury that the above statement is that the disclosure applies to each family member (as defir Government Code) of this local government officer. I also covers the 12-month period described by Section 176.003(a	s true and correct. I acknowledge ned by Section 176.001(2), Local acknowledge that this statement 0)(2)(B), Local Government Code.

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

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)	"Non-res	ident RFP Respondent" refe	ers to a person who is not a resident.	
	(4)		•	o a person whose principal place of business is in this state, inc company or majority owner has its principal place of business	-
			ode §2252.001.	[company name] is a Resident Respondent of Texas as defi	ned ir
	I ce Gove state	ernment Co	ode §2252.001 and our princ	[company name] is a Non-Resident Respondent as defining the place of business is (ci	ned ir ity and
Tax	payer	Identificatio	n Number (T.I.N.):		
Cor	npany	Name subm	itting bid/proposal/response:		
Ma	iling ac	ldress:			
If y	ou are	an individua	II, list the names and addresses	s 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.

REQUIRED FORM

Respondent:

Please complete this form and include with RFP response submission.

HOUSE BILL 89 VERIFICATION

l,	, the	undersigned	representative	of (company	or business
name)			- P		ofore referred to
as company) being an adult on notary, do hereby depose and Title 10, Government Code Char	verify under oa	_		ing duly sworn by	the undersigned
Does not boycott Israel curr	ently; and				
2. Will not boycott Israel durin	g the term of th	e contract.			
Pursuant to Section 2270.002,	Texas Governm	ent Code:			
 "Boycott Israel" means refithat is intended to penalize, in person or entity doing busine ordinary business purposes; ar 	flict economic h ss in Israel or ir	arm on, or limit	commercial relation	ons specifically wit	th Israel, or with a
2. "Company" means a forventure, limited partnership, l subsidiary, majority-owned sul to make a profit.	imited liability p	partnership, or a	n limited liability o	company, includin	g a wholly owned
Signature of Company Represe	ntative				
Date					
On this day of	20	norconally	annoarod		
On this day of	, 20_	, personally	арреагец		
			oove-named pers	on, who after by	me being duly
sworn, did swear and confir	m that the abov	ve is true and co	orrect.		
Notary Seal					
	Notary Signat	ture			
	Date				
REQUIRED FORM Respondent: Please complete this form	and include				

with RFP response submission.

SENATE BILL 252 CERTIFICATION

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

Company Name
FB/RFP/RFQ number
Certification check performed by:
Purchasing Representative
 Date

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 RFP Responses 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 Non-Disclosure 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 Non-Disclosure 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:	
REQUIRED FORM Respondent:	Date:	

Please complete this form and include

with RFP response submission.

RESPONDENT: INSERT ALL ADDENDA BEHIND THIS PAGE.

PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal (RFP) specifications, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my response will remain firm for a period of up to 60 DAYS in order to allow Jefferson County adequate time to evaluate the proposal submitted.

I verify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said response: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS	
BY:	Sworn to and subscribed before me thisday of
SIGNATURE	, 20
NAME & TITLE, TYPED OR PRINTED	
MAILING ADDRESS	Notary Public
	State of
CITY, STATE, ZIP CODE	My Commission Expires:
()	
TELEPHONE NUMBER	

REQUIRED FORM

Respondent:

Please complete this form and include with RFP response submission.



JEFFERSON COUNTY PURCHASING DIVISION

Deborah L. Clark, County Purchasing Agent

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

MEMORANDUM

To:

Patrick Swain

County Auditor

From:

Deborah Clark

Purchasing Agent

Date:

September 25, 2023

Re:

Purchasing Budget Amendment/2023

I am requesting a transfer \$4,000.00 from 12010184191005 to 12010224195001. This is to add funds for the 2022-2023 Budget Year to cover advertising cost.

Thank you for your attention to this matter.

Jefferson County MIS

Memo

To:

Commissioners Court

From:

Jeff Ross An

Date:

9/27/2023

Re:

Budget Transfer Request

Commissioners Court:

FY24

I am requesting that the following funds transfer be made between these accounts:

\$41 from 120-1025-415.60-02 Computer Equipment into 120-1025-415.50-53 Rent-Equipment

This is to provide the amount needed to cover an increase in the alarm system for the computer room.



3515 Fannin Street, Sulle 106 Beaumont, TX 77701

Account Information

Invoice Number: Invoice Date: Branch:

Account Number:

Customer PO: Due Date:

639

Account Activity

Description	Qly	Unit Amt	Extended Amt	Tax Amt	Total Amt
JEFFERSON COUNTY MIS					·
1149 PEARL ST BEAUMONT, TX 77701					
Service From: 10/01/2023 To: 09/30/2024					
MONITORING - INTRUSION DISCOUNT MONITORING	12.00	27.56	33072	0.00	330.72 -19.92
MONITORING - BURG & FIRE			10,02		-10.02
Service From: 10/01/2023 To: 09/30/2024 OPEN CLOSE REPORTS	12.00	18.48	221.76	0,00	221.76
O/C - UNSUPERVISED	12.00	10.40	221.70	0.00	221.70

Extended Total	Tax Total	Involce Total	Prior Balance	Total Due
\$532,56	\$0.00	\$532,56	\$0.00	\$532.56

Important Messages

Sales scams are on the rise. Learn how to protect yourself.

www.vectorsecurity.com/sales-scam

For all inquiries call your local branch phone number: 1-888-227-4054

Please detach and return below portion with your payment DO NOT SEND CORRESPONDENCE WITH YOUR PAYMENT

52CX1KQG



3515 Fannin Street, Suite 106 Beaumont, TX 77701

Address Service Requested

3974001542 PRESORT PBPS003

թվենիլ արևել իրակինիկ հանդանության և

JEFFERSON COUNTY MIS PO BOX 2112 BEAUMONT TX 77704-2112

Invoice

JEFFERSON COUNTY MIS **Customer Name:** Invoice Number: 72810086 Invoice Date: 09/21/2023 Account Number: 640065 Due Date: 10/21/2023 Amount Due: \$532.56

Amount Enclosed:

Please write your account number on your check. Thank you in advance for your prompt payment. Use the enclosed envelope and make checks payable to:

VECTOR SECURITY, INC. PO BOX 89462 **CLEVELAND, OHIO 44101-6462**

☐ Check box and fill out reverse side to correct billing address.

640

How to Reach Customer Care

· For inquiries or online payments: www.vectorsecurity.com

· By phone: 1-888-227-4054

· For inquiries by mail: 3515 Fannin Street, Suite 106, Beaumont, TX 77701

For payments by check: PO Box 89462, Cleveland, OH 44101-6462





KNOCK, KNOCK.

Sales scams may be happening in your area, but there are things you can do to protect yourself.

In these scams, people claiming to be with Vector Security knock on your door and try to gain access to your home. They'll tell you they need to inspect your system or offer you an upgrade. These people may even wear Vector Security apparel.

Unless you have a scheduled appointment, ask for ID from anyone claiming they are with Vector Security. If you encounter suspicious activity, here are some tips:

- Ask for identification; don't let anyone into your home.
- Contact us at protectme@vectorsecurity.com.
- Do not sign any contracts presented to you.

For more information:

vectorsecurity.com/sales-scam

vec-147614

	ling address or phor		•	ayment. You	ır records Wi	Il be updated upon receipt.
Contact Name: New Address:			Old Phone Number: New Phone Number: Effective Date:	()	
City:	State:	_ Zlp:	Email Address: Signature:			

Vector Security is a registered trademark of Vector Security, Inc. Licenses: AK 14-063, 904141; AL AESBI. 817, 44814, A-0329, A-0805; AR CMPY.1495, 0179570423; AZ ROC218982, 18365-0; CA ACO6152, 914676; DC 65003740, ECS903143; DE FAL-0196, FAL-0253, 85-47, CSRSL-0043, 1989004898; FL EF20000395, EF20001159; GA LVA206059; HI CT-27082; IA AS-0107, C118764; IL 127-001300; LA F317, F2142, F2144, 54974; MA 1492 C, SS-001909; MD 21PLU-SS2089; MI 3601300475; MS 23481-SC; NC 25467-SP-LV, 1592-CSA, 528676-CSA; ND 37153; NJ Burgiar Alarm Business Lic. 34BA00023500, NJ Fire Alarm Business Lic. 34FA00021100, NJ Locksmith Business Lic. 34LS00070600, NJ FBL Business Lic. 34AL00000400, 13VH00292300, 606936, 854 So. White Horse Pike Suite 1, Hammonton, NJ 08037; NM 411855, T-0133; NV 0066031, F437; NY 12000234360; OH 53-50-1081; OK AC559; OR 194571; PA 004997; RI 4794, 2903, 30394, AFC-9185; SC BAC.5590, FAC.3419; TN 444, 1341, 1551, 1552; TX B11645, ACR-1768, APS-2023744; UT 4759383-6501; VA DCJS #11-2048, 2705020459A; VT T1-2348; WA VECTOSI967PE; WV WV043469; WY LV-A-18634. In Alabama, complaints may be forwarded to the license board at the following address and telephone number: Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, Suite 392, Montgomery, AL 36116, (334) 264-9388. In Arkansas, licensing is regulated by the Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Piaza Drive, Little Rock, AR 72209, (501) 618-6600. In California, alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA 95834. In New York, licensed by the N.Y.S. Department of State, In North Carolina, Ilcensing is regulated by the North Carolina Alarm Systems Licensing Board, 4901 Glenwood Ave, Suite 200, Releigh, NC 27612, (919) 788-5320. In Toxas, licensing is regulated by the Toxas Department of Public Safety, Private Security Bureau, P.O. Box 4087, Austin, TX 78773, (512) 424-7710. License Information addit

<u>Jefferson County</u>

American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner		Project	Name / Description			
Legacy CDC db Center for Child	oa Tender Loving Care Iren	i i	Jefferson County Rescue & Restore Rehab Program			
Primary Project (Contact/Requester & Title	e Mailing	Address			
Vivian Ballou, Executive Director		1 1	Park Lane rthur, Texas 77642			
Request Breakdo	own .					
Year:	2023	Advance Drawdo	wn Request Amount:	\$ 250,000.00		
Quarter:	3rd		Validated Total:	\$ 0.00		
Total Award:	\$ 3,000,000.00	Validated	Balance this request:	\$ 250,000.00		
Please Itemize C	ost Estimates/Invoices Co	vered by this draw	down request			
Expense Item De			Est Amount	Validated Actual		
1 10 Rehab Hom	es		\$ 250,000.00			
2						
3						
4						
5		yangga pagga gangar nangga dalah da 49444 MAANSAN Promisi Dalah da 1974 da 1974 da 1974 da 1974 da 1974 da 197				
6						
7						
8		The state of the s				
		Previous Request	Balance: \$ 0.00			
Enter previous quarter	balance: negative for surplus, pos			Validated Total		
		Total Request A	nount: \$ 250,000.00	\$ 0.00		
Certification						
performed and is in	nation, attachments and exh n accordance with the associ	ated contract or agr				
that funds will be u	ised for the easts described t	above.		09/20/2023		
Requester Signat	ure & Title	₩₩		Date		

PGM: GMCOMMV2	DATE		PAGE: 1
NAME	10-03-2023	AMOUNT	CHECK NO. 642 TOTAL
ROAD & BRIDGE PCT.#1			
CUSTOM PRODUCTS CORP. HEAD & GUILD PARTS INC M&D SUPPLY ACE IMAGEWEAR SMART'S TRUCK & TRAILER, INC AT&T VULCAN MATERIALS CO. VERIZON WIRELESS ENVIRONMENTAL TREE SERVICE WALLER COUNTY ASPHALT ODP BUSINESS SOLUTIONS, LLC AMAZON CAPITAL SERVICES ENTECH ASSOCIATES ROAD & BRIDGE PCT.#2	•	2,046.24 1,382.96 767.71 8259.22 888.58 11,538.55 2,400.00 3,931.04 83.09 77.07 18,687.50	510499 510512 510520 510535 510536 510537 510542 510567 510588 510650 510700 510707 510720
ROAD & BRIDGE PCT.#2			12,203.22
AUDILET TRACTOR SALES PHILPOTT MOTORS, INC. RITTER @ HOME ACE IMAGEWEAR BUMPER TO BUMPER NEW WAVE WELDING TECHNOLOGY MARTIN MARIETTA MATERIALS DEVALL DIESEL SERVICES INC CY-FAIR TIRE CHARTER COMMUNICATIONS		228.90 119.84 31.74 19.92 496.92 718.50 718.50 466.05	510492 510525 510530 510535 510587 510599 510645 5106667 510667 510698
DOVD & DDIDGE DOT # 3			2,210.12
ADAMS BACKHOE SERVICE BRIGGS EQUIPMENT ENTERGY CASH ADVANCE ACCOUNT SEABREEZE CULVERT, INC. SOUTHERN TIRE MART, LLC VERIZON WIRELESS TEXAS GAS SERVICE MARTIN PRODUCT SALES LLC ASCO 1800RADIATOR & AC MARTIN MARIETTA MATERIALS CHARTER COMMUNICATIONS MUNRO'S UNIFORM SERVICES, LLC ROAD & BRIDGE PCT.#4	C	1,130.00 1,639.86 1,194.62 4,720.99 420.99 62,662.42 3,662.40 3,148.95 3,148.95	510484 510485 510510 510515 5105346 510567 510579 5106926 510645 510645 510690 510703 76,004.71**
SPIDLE & SPIDLE CITY OF BEAUMONT - WATER DEPT FED EX M&D SUPPLY SANITARY SUPPLY, INC. SMART'S TRUCK & TRAILER, INC. TRAILER HITCH DEPOT NATALIE ROBERTS ON TIME TIRE SAM'S CLUB DIRECT PETROLEUM MATERIALS LLC O'REILLY AUTO PARTS GULF COAST MUNRO'S UNIFORM SERVICES, LLC PARKS & RECREATION	•	6,768.83 2299 3256.028 25784.885 72919.888 72919.007 72910.005 7272.002 434.005	510486 510495 510506 5105520 510532 510536 510554 510620 510622 510662 510662 510669 510703
ENTERGY VERIZON WIRELESS MARTIN MARIETTA MATERIALS ALL TERRAIN EQUIPMENT CO GULF COAST		212.92 37.99 2,913.27 84.62 6,045.14	510510 510567 510645 510658 510669 9,293.94**

GENERAL FUND TAX OFFICE

PGM:	GMCOMMV2	DATE 10-03-2023	A MOTINITY	CHECK NO	PAGE: 2
וואודיייביר	NAME STATES POSTAL SERVICE		AMOUNT 404.34	CHECK NO 510570	.643 TOTAL
	HUMAN RESOURCES		404.34	310370	404.34*
PINNACI PRE CHI UNITED SIERRA	LE MEDICAL MANAGEMENT CORP ECK, INC. STATES POSTAL SERVICE SPRING WATER CO BT AST TEXAS OCCUPATIONAL MEDICI		90.00 572.78 7.17 33.48 84.00	510526 510555 510570 510573 510648	707 42*
AUDITOR	R'S OFFICE				787.43*
UNITED	STATES POSTAL SERVICE		13.94	510570	13.94*
COUNTY	CLERK				13.71
UNITED SIERRA ODP BUS	AMINER DVANCE ACCOUNT STATES POSTAL SERVICE SPRING WATER CO BT SINESS SOLUTIONS, LLC LEISTER		75.00 447.06 280.43 87.94 31.25 126.95	510505 510515 510570 510572 510700 510701	1,048.63*
COUNTY	JUDGE				1,040.05
GERMER UNITED JEFF R DUNHAM GREGORY THOMSON SNIDER CARRIER	BELL & TUCKER LLP PLLC STATES POSTAL SERVICE BRANICK HALLMARK PLLC LAW FIRM REUTERS-WEST LAW FIRM PLLC R & ALLISON LAW GROUP PC SINESS SOLUTIONS, LLC		500.00 500.00 3.11 1,088.21 1,000.00 500.00 500.00 500.00 115.65	510524 510551 510570 510593 510614 510627 510632 510679 510700	4 007 07*
RISK MA	ANAGEMENT				4,927.97*
	STATES POSTAL SERVICE SINESS SOLUTIONS, LLC		3.30 39.99	510570 510700	43.29*
COUNTY	TREASURER				
ODP BUS	STATES POSTAL SERVICE SINESS SOLUTIONS, LLC		135.86 1,182.20	510570 510700	1,318.06*
	NG DEPARTMENT		4 000 24	F10602	
	TH PAPERS SING DEPARTMENT		4,088.24	510683	4,088.24*
BEAUMON THE EXA PORT AF	NT ENTERPRISE		1,231.15 623.75 827.50 14.50	510504 510505 510527 510570	2,696.90*
GENERAI	SERVICES				2,696.90"
SPINDLE LAMAR (CROWN (SUPERIC ROCHEST CHARTEE CHARTEE CHARTEE G&G PES	FER ARMORED CAR CO INC R COMMUNICATIONS R COMMUNICATIONS R COMMUNICATIONS ST CONTROL		55.00 36,400.25 12,499.38 1,939.38 6,757.25 2,442.76 232.15 4,476.95	510515 510550 510582 510610 5106612 510688 510691 510692 510708	65,506.67*
DATA PE	ROCESSING				

75.98 510567

VERIZON WIRELESS

PGM: GMCOMMV2	DATE 10-03-2023		a a	PAGE: 3
NAME		AMOUNT	CHECK NO	.644 TOTAL
LINDENMEYR MUNROE VOTERS REGISTRATION DEPT		2,875.00	510681	2,950.98*
VOIERS REGISTRATION DEPT		200 00	510505	
UNITED STATES POSTAL SERVICE		300.00 411.90	510505	711.90*
ELECTIONS DEPARTMENT				711.90
SIERRA SPRING WATER CO BT THOMSON REUTERS-WEST ODP BUSINESS SOLUTIONS, LLC		3.99 221.00 138.14	510572 510627 510700	363.13*
DISTRICT ATTORNEY				303.13"
TEXAS DISTRICT & COUNTY ATTY ASSN. UNITED STATES POSTAL SERVICE ADA V. CHRISTY, CSR LUKE NICHOLS SUMMER TANNER PRESTON KOBY HOFFPAUIR THOMSON REUTERS-WEST ODP BUSINESS SOLUTIONS, LLC VERITEXT LLC		700.00 159.09 1,589.50 1,493.67 845.50 193.00 800.87 512.68 314.35	510541 510570 510578 510591 5106127 510627 510700 510722	
DISTRICT CLERK				6,608.66*
TAC - TEXAS ASSN. OF COUNTIES UNITED STATES POSTAL SERVICE FUNCTION 4 LLC AERIALINK, LLC ODP BUSINESS SOLUTIONS, LLC PRECISION MICROPRODUCTS OF AMERICA		400.00 363.90 570.00 334.87 5,687.92 374.15	510540 510570 510654 510680 510700 510702	7,730.84*
CRIMINAL DISTRICT COURT				7,730.01
NATHAN REYNOLDS, JR. UNITED STATES POSTAL SERVICE MATUSKA LAW FIRM		800.00 19.46 900.00	510529 510570 510635	1,719.46*
136TH DISTRICT COURT				1,719.40
UNITED STATES POSTAL SERVICE THOMSON REUTERS-WEST ODP BUSINESS SOLUTIONS, LLC AMAZON CAPITAL SERVICES		44.56 52.42 632.42 51.85	510570 510627 510700 510707	781.25*
252ND DISTRICT COURT				761.25"
EDWARD B. GRIPON, M.D., P.A. UNITED STATES POSTAL SERVICE SUMMER TANNER RYAN GERTZ M.K. HAMZA, PHD, P.A. ODP BUSINESS SOLUTIONS, LLC		1,890.00 68.72 1,891.25 3,676.25 3,200.00 123.94	510509 510570 510594 510607 510623 510700	10,850.16*
279TH DISTRICT COURT			•	10,030.10
JACK LAWRENCE REAUD MORGAN & QUINN LLP WILLIAM FORD DISHMAN MATUSKA LAW FIRM JENNIFER DELAGE LAW OFFICE OF SOLOMON FREIMUTH ALICIA K HALL PLLC SHELANDER LAW OFFICE		1,050.00 220.00 440.00 325.00 1,903.00 1,027.40 440.00 330.00	510488 510601 510630 510655 510659 510675 510686	5,735.40*
317TH DISTRICT COURT		205 00	F10F01	
LAIRON DOWDEN, JR. LANGSTON ADAMS RONALD PLESSALA JENNIFER DELAGE		325.00 325.00 325.00 220.00	510501 510577 510600 510651	1,195.00*
JUSTICE COURT-PCT 1 PL 1				_,

PGM: GMCOMMV2	DATE 10-03-2023			PAGE: 4
NAME		AMOUNT	CHECK NO	. 645 TOTAL
UNITED STATES POSTAL SERVICE		55.03	510570	55.03*
JUSTICE COURT-PCT 1 PL 2				
UNITED STATES POSTAL SERVICE		8.96	510570	8.96*
JUSTICE COURT-PCT 6		24 55	E10EE0	
UNITED STATES POSTAL SERVICE		34.75	510570	34.75*
JUSTICE COURT-PCT 7		24.05	F10F10	
KIRKSEY'S SPRINT PRINTING		24.95	510518	24.95*
JUSTICE OF PEACE PCT. 8		600 00	E10E00	
KENNETH DOLLINGER COUNTY COURT AT LAW NO.1		600.00	510500	600.00*
		E 27	E10E70	
UNITED STATES POSTAL SERVICE ODP BUSINESS SOLUTIONS, LLC		5.37 54.99	510570 510700	49.62*
COUNTY COURT AT LAW NO. 2				49.02"
DAVID GROVE NATHAN REYNOLDS, JR. UNITED STATES POSTAL SERVICE JOEL WEBB VAZQUEZ MATUSKA LAW FIRM JENNIFER DELAGE LAW OFFICES OF BREVIN JACKSON		250.00 650.00 19.80 250.00 300.00 250.00	510487 510529 510570 510584 510635 510710	2 010 00+
COUNTY COURT AT LAW NO. 3				2,019.80*
UNITED STATES POSTAL SERVICE LAURIE PEROZZO MATUSKA LAW FIRM JARED GILTHORPE LINDSEY SCOTT		17.30 250.00 250.00 500.00 600.00	510570 510605 510635 510637 510644	
COURT MASTER				1,617.30*
UNITED STATES POSTAL SERVICE LAWRENCE E THORNE III		1.89 4,388.86	510570 510611	4 200 75+
MEDIATION CENTER				4,390.75*
UNITED STATES POSTAL SERVICE		2.15	510570	2.15*
COMMUNITY SUPERVISION				2.15"
HERNANDEZ OFFICE SUPPLY, INC. BOSWORTH PAPERS		2,824.05 879.60	510513 510683	3,703.65*
SHERIFF'S DEPARTMENT				3,703.03
ANALYTICAL SALES & SERVICES COCOMO JOE'S JEFFERSON CTY. SHERIFF'S DEPARTME SAM'S WESTERN WEAR, INC. MOTOROLA SOLUTIONS INC UNITED STATES POSTAL SERVICE COMPLETE ATHLETE, INC. 24 HR SAFETY LLC GALLS LLC FOREMOST PROMOTIONS ODP BUSINESS SOLUTIONS, LLC AMAZON CAPITAL SERVICES	NT	3,234.46 400.00 700.00 2,332.46 10,485.23 229.555 6,117.58 1,044.60 213.15 910.84	510491 510498 5105318 51005570 51100570 511006649 5110070	27,007.37*
CRIME LABORATORY		1 000 07	E10100	
AGILENT TECHNOLOGIES		1,829.85	510490	

PGM: GMCOMMV2	DATE 10-03-2023			PAG	E:	5
NAME			CHECK NO	. 646	TOT	ΓAL
W.W. GRAINGER, INC. HENRY SCHEIN, INC. MCKESSON MEDICAL-SURGICAL INC VERIZON WIRELESS ODP BUSINESS SOLUTIONS, LLC		54.69 530.43 355.99 372.04	510508 510533 510552 510566 510700	3,18	0.99)*
JAIL - NO. 2						
JAIL - NO. 2 JOHNSTONE SUPPLY BOB BARKER CO., INC. COASTAL WELDING SUPPLY INC W.W. GRAINGER, INC. JOHNSON SUPPLY M&D SUPPLY WORTH HYDROCHEM OF THE GULF COAS MOTOROLA SOLUTIONS INC BELT SOURCE WORLD FUEL SERVICES CONSTELLATION NEWENERGY - GAS DI THOMSON REUTERS-WEST GALLS LLC PEPPERBALL CORRHEALTH PLLC TRINITY SERVICES GROUP INC ODP BUSINESS SOLUTIONS, LLC BARRON & LABRY COP STOP JUVENILE PROBATION DEPT.	ST	117.23 1194.22 1194.22 1194.72 1197.71 1197	99378703806573218064990124490055449022445666011 11111111111111111111111111111111			
JUVENILE PROBATION DEPT.		003.03	7	51,31	0.74	1*
CASH ADVANCE ACCOUNT VERIZON WIRELESS UNITED STATES POSTAL SERVICE		273.00 53.42 20.66	510515 510567 510570	2.4	7 00) 4
JUVENILE DETENTION HOME				34	7.08	5 °
AAA LOCK & SAFE MOORE SERVICE CO., INC. SANITARY SUPPLY, INC. BEN E KEITH COMPANY ODP BUSINESS SOLUTIONS, LLC FLOWERS BAKING COMPANY OF HOUSTO	ON	732.50 550.00 307.34 3,333.99 1,389.74 146.86	510483 510522 510532 510583 510700 510704	6 16	0 45) *
CONSTABLE PCT 1				6,46	0.43	o "
VERIZON WIRELESS UNITED STATES POSTAL SERVICE TX TAG		227.94 31.09 18.04	510567 510570 510647	2.7	7.07	7*
CONSTABLE-PCT 2				_,	, • • ,	•
VERIZON WIRELESS GALLS LLC		113.97 1,373.51	510567 510643	1 40		5 d
CONSTABLE-PCT 4				1,48	7.48	5 *
VERIZON WIRELESS ODP BUSINESS SOLUTIONS, LLC		113.97 40.49	510567 510700	15	4.46	5*
CONSTABLE-PCT 6		110 0-	E4.0E4E			
VERIZON WIRELESS UNITED STATES POSTAL SERVICE THOMSON REUTERS-WEST GALLS LLC INFOUSA MARKETING INC ODP BUSINESS SOLUTIONS, LLC		113.97 10.20 977.38 414.12 1,125.00 147.88	510567 510570 510627 510643 510678 510700	2,78	8.55	ō*

CONSTABLE PCT. 7

AT&T VERIZON WIRELESS

CONSTABLE PCT. 8

2,788.55*

158.26*

44.29 113.97 510537 510567

PGM:	GMCOMMV2	DATE 10-03-2023	A M⊜TINITI	CHECK NO.	PAGE: 6
VERIZON	NAME N WIRELESS		AMOUNT 113.97		647 TOTAL
COUNTY					113.97*
PROCTOR FORENSI	R'S MORTUARY INC IC MEDICAL		9,900.00 130,980.00	510608 510665	0,880.00*
AGRICUI	LTURE EXTENSION SVC			T-1	.0,000.00
LOWE'S TYLER F ODP BUS AMAZON	DWARDS & SHERLOCK INS. AGENCY HOME CENTERS, INC. FITZGERALD SINESS SOLUTIONS, LLC CAPITAL SERVICES		71.00 444.60 107.56 255.99 193.13	510503 510576 510664 510700 510707	1,072.28*
	AND WELFARE NO. 1		4 500 00	F10406	
MCKESSO UNITED PROCTOR	R FUNERAL HOME, INC. DN MEDICAL-SURGICAL INC STATES POSTAL SERVICE R'S MORTUARY INC COMMUNICATIONS, INC EDE MD JOHNSON		4,500.00 172.44 91.97 1,500.00 118.50 456.34 55.00	510496 5105570 5105609 5106666 510709	6,894.25*
	AND WELFARE NO. 2				,
ENTERGY MCKESSO NUANCE EZEA D	ON MEDICAL-SURGICAL INC COMMUNICATIONS, INC		70.00 188.82 118.50 350.00	510511 510552 510666 510676	727.32*
INDIGEN	NT MEDICAL SERVICES				121.32"
CARDINATOS OPE	N WIRELESS AL HEALTH 110 INC ERATING INC SINESS SOLUTIONS, LLC		40.18 39,077.06 175.32 456.91	510567 510628 510660 510700	9,749.47*
MAINTEN	NANCE-BEAUMONT			J	7,117,11
ECOLAB W.W. GF ENTERGY M&D SUF RITTER SANITAT AT&T AT&T AT&T UNITED SOLAR AT&T GI BAKER I FLOORIN A1 FILOORIN A1 FILOORIN A1 FILOORIN A1 FILOORIN A1 FILOORIN A1 FILOORIN A1 FILOORIN A1 FILOORIN A1 FILOORIN A1 FILOORIN A1 FILOORIN A1 FILOORIN A1 FILOORIN A1 FILOORIN A1 FILOORIN A1 FILOORIN A1 FILOORIN AMAZON	PPLY @ HOME RY SUPPLY, INC. AGEWEAR STATES POSTAL SERVICE LOBAL SERVICES DISTRIBUTING COMPANY NG DESIGN CENTER TER SERVICE COMPANY ON ENTERPRISES INC CARE & INTERIOR R COMMUNICATIONS S INDUSTRIAL ELECTRONICS SUPP CAPITAL SERVICES		19,702.44 2266.50 42,443.74 217.41 556.41 217.04 244.04 4,6 1758.67 2785.77 2,7385.77 2,7389.77 2,7389.77 2,7389.77 2,7389.70 1,72893.00 12,2893.00	55100002578904012857655555555555555555555555555555555555	7,877.09*
BELL FE	ENCE MFG. CO.		138.30 589.01	510494 510516	
METAL-MOTION LOWE'S TEXAS G BAKER I	NANCE-PORT ARTHUR ENCE MFG. CO. N CONTROLS, INC. MART INDUSTRIES, INC. HOME CENTERS, INC. GAS SERVICE DISTRIBUTING COMPANY		128.80 128.50 223.10 459.25 284.13	510521 510521 510576 510579 510581	

PGM: GMCOMMV2	DATE			PAGE: 7
NAME	10-03-2023	AMOUNT	CHECK NO	.648 TOTAL
ATTABOY TERMITE & PEST CONTROL FRED MILLER'S OUTDOOR EQUIPMENT LI WES VICE HARDWOODS & SUPPLY INC CHARTER COMMUNICATIONS ODP BUSINESS SOLUTIONS, LLC AMAZON CAPITAL SERVICES	LC	168.72 98.65 16.94 479.59 60.68 265.51	510604 510641 510672 510695 510700 510707	2 006 10+
MAINTENANCE-MID COUNTY				3,086.18*
ACE IMAGEWEAR		39.54	510535	39.54*
SERVICE CENTER				37.34
SPIDLE & SPIDLE PHILPOTT MOTORS, INC. JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE BUMPER TO BUMPER MIGHTY OF SOUTHEAST TEXAS ADVANCE AUTO PARTS TOWN AND COUNTRY FORD		24,788.03 725.550 7.550 7.550 7.550 7.550 7.550 7.550 7.661 8.665.42 565.421	510486 510555589 5110555661 51100556623 511005566623 51100556681 511006624 511077	
VETERANS SERVICE			2	28,421.36*
UNITED STATES POSTAL SERVICE		264.00	510571	264.00* 24,187.86**
MOSQUITO CONTROL FUND			Ι,Δ.	24,107.00""
ACE IMAGEWEAR S.E. TEXAS AUTO EQUIPMENT FASTENAL RELADYNE O'REILLY AUTO PARTS ODP BUSINESS SOLUTIONS, LLC		1,060.00 553.65 893.75 7.35 93.46	510535 510545 510549 510629 510662 510700	2,673.53**
J.C. FAMILY TREATMENT		00.00	E106E4	
MARY BEVIL		20.00	510674	20.00**
SECURITY FEE FUND ALLIED UNIVERSAL SECURITY SERVICE:	C	8,850.84	510671	
ENVIRONMENTAL GRANTS/H20	5	0,030.04	310671	8,850.84**
CASH ADVANCE ACCOUNT		747.74	510515	
EMPG GRANT		, _ , • , -	0_00_0	747.74**
CHARTER COMMUNICATIONS		122.62	510694	
JUVENILE PROB & DET. FUND				122.62**
VERIZON WIRELESS		70.57	510567	70 5744
GRANT A STATE AID				70.57**
YOUTH ADVOCATE PROGRAMS INC TCSI, LLC		9,948.75 90.61	510597 510673	10,039.36**
COMMUNITY SUPERVISION FND				,

1,584.00 32.60 74.51

510544 510567 510570

INTERFACE EAP, INC VERIZON WIRELESS UNITED STATES POSTAL SERVICE

PGM: GMCOMMV2	DATE 10-03-2023			PAGE:	8
NAME	10 03 2023	AMOUNT	CHECK NO	. 649 TOT.	AL
JCCSC HIGGINBOTHAM INSURANCE AGENCY INC TX TAG CHARTER COMMUNICATIONS		584.00 571.00 5.53 182.99	510613 510640 510647 510693	2 024 62	+ +
LAW OFFICER TRAINING GRT				3,034.63	^ ^
ODP BUSINESS SOLUTIONS, LLC		53.16	510700	53.16	**
COUNTY CLERK - RECORD MGT				33.10	
KOFILE TECHNOLOGIES INC		557.49	510619	557.49	**
COUNTY RECORDS MANAGEMENT				557.45	
UNITED STATES POSTAL SERVICE		1.07	510570	1.07	* *
FAMILY PROTECTION FEE FND				1.07	
JEFFERSON CTY. VICTIM'S ASSISTANCE J.P. COURTROOM TECH. FUND		130.00	510585	130.00	**
VERIZON WIRELESS		227.94	510567		
HOTEL OCCUPANCY TAX FUND				227.94	**
W.W. GRAINGER, INC. CASH ADVANCE ACCOUNT M&D SUPPLY PORT ARTHUR NEWS, INC. UNITED STATES POSTAL SERVICE ALLIANCE MECHANICAL SERVICES OAK LANE FARMS KFDM-TV FERGUSON ENTERPRISES INC VICTORIA RHODES CHAPMAN VENDING CHARTER COMMUNICATIONS ODP BUSINESS SOLUTIONS, LLC MUNRO'S UNIFORM SERVICES, LLC NANAS POPCORN & MORE OUTBURST ADVERTISING LLC GARY BYRD ORANGE POWERSPORTS USA/HONDA OF ORG	G.	282.67 333.69 174.93 174.93 560.100 484.44 199.455.463 2450.881 200.886 23,913.96	8508063578036491 005527803578036491 5110055666668800770112 51101111111111111111111111111111111	28,772.55	**
FED EX W.W. GRAINGER, INC. COASTAL SPRINKLER COMPANY VERIZON WIRELESS LOWE'S HOME CENTERS, INC. AIRPORT GULF TOWING LLC DIRECT ENTERTAINMENT SOUTHEAST TEXAS PARTS AND EQUIPMENT EAGLE PUMP & METERS INC M&R FLEET SERVICES, INC. CHARTER COMMUNICATIONS MUNRO'S UNIFORM SERVICES, LLC RALPH'S INDUSTRIAL ELECTRONICS SUPI	Γ P	59.19 54.04 2,886.00 1,217.12 1,800.00 212.800 212.800 2152.800 3163.59 7827.50	5105547769533333551100559355110055533335551100771	8,771.42	**
AIRPORT IMPROVE. GRANTS				0,771.12	
JOHNSON CONTROLS, INC. APPLIED PAVEMENT TECHNOLOGY, INC.		4,274.78 7,046.50	510516 510687	11,321.28	**
SE TX EMP. BENEFIT POOL				,	
BAY BRIDGE ADMINISTRATORS LLC ROCKSTAR ACQUISITIONS CORP		2,172.00 17,904.00	510682 510715	20,076.00	**

SETEC FUND

20,076.00**

PGM: GMCOMMV2	DATE 10-03-2023		PAGE: 9
NAME	10 03 2023	AMOUNT	CHECK NO.650 TOTAL
JEFFERSON CTY. TAX OFFICE INDUSTRIAL & COMMERCIAL MECHANICAL		7.50 8,775.75	510556 510621 8,783.25**
SHERIFF'S FORFEITURE FUND			0,703.25
DISH NETWORK		75.36	510596 75.36**
PAYROLL FUND			75.30 " "
JEFFERSON CTY FLEXIBLE SPENDING JEFFERSON CTY. TREASURER JEFFERSON CTY. COMMUNITY SUP. JEFFERSON CTY. TREASURER - HEALTH JEFFERSON CTY. TREASURER - PAYROLL JEFFERSON CTY. TREASURER - PAYROLL JEFFERSON CTY. TREASURER - TCDRS SBA - U S DEPARTMENT OF TREASURY		14,874.56 11,914.65 6,944.95 550,831.35 2,150,093.76 711,153.38 808,369.57 304.33	510475 510476 510477 510478 510479 510480 510481 510482 4,254,486.55**
LANGUAGE ACCESS FUND			4,234,400.33
RUBEN ZAPATA		300.00	510711 300.00**
ARPA CORONAVIRUS RECOVERY			300.00
SILSBEE FORD INC TIDAL BASIN GOVERNMENT CONSULTING		3,086.66 10,868.75	510631 510677 13,955.41**
GLO DISASTER RECOVERY			13,733.41
DE CORP		12,728.39	510684 12,728.39**
CNTY & DIST COURT TECH FD			12,720.33
VERIZON WIRELESS		227.94	510567 227.94**
MARINE DIVISION			227.71
MOTOROLA SOLUTIONS INC ADVANCED SYSTEMS & ALARM SERVICES, GALLS LLC VECTOR SECURITY ODP BUSINESS SOLUTIONS, LLC		19,895.00 930.00 423.20 49.45 394.89	510548 510553 510643 510656 510700 21,692.54**
SHERIFF - COMMISSARY			21,072.31
GUARDIAN RFID		42,943.17	510713 42,943.17**
SHERIFF-SPINDLETOP GRANT			12,713.17
VERIZON WIRELESS TX TAG		114.39 9.06	510568 510647 123.45** 5,816,984.59***

Jefferson County

American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner		Project Name /	Project Name / Description					
Jefferson County Water Control Improvement District 10			Wastewater Treatment Plant Improvements					
Primary Projec	t Contact/Requester & Title	Mailing Address	SS	FUEL FILE				
Thomas McD	onald, General Manager	3707 Central Nederland, TX						
Request Break	down							
Year:	2023	Advance Drawdown Req	uest Amount:	\$ 168,547.67				
Quarter:	3rd	Va	lidated Total:	\$ 0.00				
Total Award:	\$ 6,000,000.00	Validated Balance	this request:	\$ 168,547.67				
Please Itemize	Cost Estimates/Invoices Cov	ered by this draw down i	equest					
Expense Item D	escription		Est Amount	Validated Actual				
1 Pellerin Land	Easement		\$ 55,253.09					
² Energy Trans	sfer Easement		\$ 113,294.58					
3			\$ 113,294.30					
4		Γ						
5								
6		1						
7								
8								
		Previous Request Balance:	\$ 0.00					
Enter previous quart	ter balance: negative for surplus, posit	ive for unreimbursed expenses		Validated Total				
		Total Request Amount:	\$ 168,547.67	\$ 0.00				
Certification		el also de la	Two states	The Park				
I certify that info	rmation, attachments and exhib	bits in this request accuratel	y reflect the cost	s of work to be				
	s in accordance with the associa		has not been pre	viously paid, and				
that funds will be	e used for the posts described al	bove. OMa ino	P1	9/27/23				
Paguastar Sign	ature & title	The state of		Date				



Jefferson County WATER CONTROL AND IMPROVEMENT DISTRICT NO. 10

3707 CENTRAL BOULEVARD, NEDERLAND, TEXAS 77627 (409) 722-6922 • FAX (409) 722-2494

Line L2	51.93	feet
Line L3	211.47	feet
Line L4	435.19	feet
Line L5	19.89	feet
	718.48	Total feet
/	16.50	distance per rod
= 43.54		total number of rods
1,200.00	per rod	52,253.09
	90 days Laydown yard	
Total Pellerin Easement		55,253.09

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EXCLUSIVE WASTEWATER LINE EASEMENT AGREEMENT

STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF JEFFERSON	§	

James and Cathi Pellerin (hereinafter referred to as "Grantor", whether one or more), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration as stated herein hand paid by Jefferson County Water Control & Improvement District No. 10, a water control and improvement district organized and existing under the laws of the State of Texas, with an address of 3707 Central Boulevard, Nederland, Texas 77627, (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the said Grantee, an exclusive easement and right of way ten feet (10') in width ("Easement") described on Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof, for the purposes of laying, constructing, inspecting, maintaining, operating, repairing, replacing, protecting, altering, and removing or abandoning in place in accordance with the terms herein a wastewater line within the Easement (collectively the "Pipeline"), used for the purpose of receiving, delivering, gathering and transporting wastewater across the lands described in Exhibit "C" attached hereto in Jefferson County, Texas, to-wit (the "Property").

Grantor agrees that Grantee shall have the dominant right to use the Easement for the purposes stated above, and Grant shall not grant additional easements, licenses or property rights of uses of the Easement that unreasonably interferes with Grantee's use, including but not limited to (i) the construction of improvements that would impede Grantee's access to the Facilities or (ii) incur any additional costs to operate or maintain the Facilities.

It is further agreed as follows:

1. In the exercise of its rights under this Exclusive Utility Line Easement Agreement (the "Agreement") during construction and operation of the Pipeline or any subsequent maintenance, repair or removal, Grantee within the Easement or the Temporary Easement as hereinafter described shall: (a) construct the Pipeline by removing the topsoil and segregating it from the subsoil, then replacing the soil in the same order upon the completion of construction; (b) construct and maintain the top of the Pipeline to a depth of 72 inches (72") below the surface of the ground; (c) repair and restore any damage to the Property or Grantor's personal property thereon, to the extent caused by Grantee to the Property as near as practicable to the condition immediately prior to such damage. Grantee shall give written notice to Grantor of the date on which the construction of the Pipeline is to begin, and such notice shall be given as soon as practicable, but not less than seven (7) days prior to the commencement of the construction of the Pipeline. In the event of an emergency, Grantee will immediately notice Grantor of the incident and Grantee shall be responsible for the repair of all damages related to its actions taken in response to the emergency. In performing repairs or

maintenance on the Pipeline, Grantee shall be solely responsible for obtaining all necessary permits from applicable governmental entities. Grantee, its successors and assigns shall, at all times during which this Agreement is in effect, designate in writing to Grantor at the address provided above an individual (including mailing address, email address, office telephone number and mobile telephone number) whom Grantor may contact and who shall be vested by Grantee with sufficient authority to handle any claims or inquiries by Grantor, with such contact information to be updated periodically as necessary and upon any assignment of this Agreement.

- 2. In consideration of One Thousand Two Hundred and 00/100 (\$1,200.00) Dollars per rod paid by Grantee to Grantor, Grantor conveys the Easement together with access to and use for purposes herein stated for the Easement of an additional fifteen feet (15') adjacent to the Easement in temporary use for initial construction of the Pipeline (the "Temporary Easement"). The Temporary Easement shall automatically terminate one hundred twenty (120) days after completion of the Pipeline.
- 3. In consideration of the additional sum of Three Thousand and 00/100 (\$3,000.00) Dollars, Grantor provides to Grantee a temporary laydown/work yard area approximately 100'x100" in dimensions as depicted on **Exhibit "D"** attached hereto and made a part hereof for all purposes. The temporary laydown shall be used in association with the work to be performed on the Pipeline within the Easement and shall be for a period of ninety (90) days from the date of execution of this Easement and thereafter may be utilized with the consent of the Grantor for additional 30-day successive periods for a payment of One Thousand and 00/100 (\$1,000.00) Dollars per successive 30-day period(s).
- 4. Grantee shall have the right, at its option, to install gates in boundary fences on the exterior of the Property and interior fences, where said fences cross the Easement with full access rights to gates and updated copies of all keys and combinations provided to Grantor.
- 5. This instrument may be executed in counterparts, but which together shall constitute one and the same instrument.
- 6. It is understood and agreed that this grant is not a conveyance of the lands described herein or of any interest in the groundwater estate or the oil, gas and other minerals in, on or under said lands, but is a grant solely of the Easement and Temporary Easement granted herein. This grant is made subject to all matters of record affecting the Easement and all applicable laws, ordinances, easements, leases, restrictions, reservations or covenants, either of record or evidenced by readily observable improvements located upon the ground of the Easement and to the extent same are in force.
- 7. Grantee shall be permitted to utilize the surface of the Easement or the Temporary Easement for the initial installation of the Pipeline, and shall be permitted to use the surface of the Easement for the installation of the wastewater line and any maintenance of the Pipeline. Notwithstanding the above, no surface appurtenances may be constructed on the surface of the Property by Grantee. All subsurface fixtures, equipment, and improvements placed on or fixed to the Easement by Grantee shall remain the property of Grantee and Grantee shall have the right to remove any or all of its property from the Easement. Except for use of the Easement or the Temporary Easement for construction and/or maintenance of the Pipeline in the manner provided above, in no event otherwise shall the Easement be used for the purpose of storing equipment.
- 8. Grantee shall, restore, repair or pay the replacement value for any damages to the Property and its personal property thereon, to the extent such damages are caused by Grantee's operations, including, but not limited to, damaged pasturage, trees, growing crops, grasses, wildlife, fences,

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buildings, water wells, livestock, gates, cattle guards, bridges, and other improvements. Grantee's obligation to fully restore and remediate shall not be lessened or mitigated if the cost of restoration or repair exceeds the fair market value of the damaged real or personal property. In the event of a leak or emission from the Pipeline, Grantee shall promptly notify Grantor and commence and diligently continue repair efforts, without cessation until such leak is repaired and all fluids which escaped from said Pipeline and any contaminated soil are removed from Grantor's lands and the affected real property is remediated to applicable governmental standards and as close to its former condition as practicable. The spreading of contaminated soil and related land farming practices are strictly prohibited on the Property. Grantee's response and repair obligations shall not be in lieu of Grantee's obligation to compensate Grantor for any damages directly and actually resulting from any such leak or emission but are in addition thereto. The foregoing repair and remediation obligations of Grantee shall survive the termination of this Agreement.

- 9. The rights of the Grantee may be assigned in whole or in part upon obtaining the prior written consent of Grantor, which shall not be unreasonably withheld. Grantee shall remain liable for all matters accruing prior to the date of assignment unless such liability is assumed in writing by its assignee.
- 10. All persons entering upon the Easement under this grant shall confine themselves to the operations and purposes contemplated herein, and no hunting or fishing shall be permitted by Grantee, its employees, agents or contractors.
- 11. TO THE EXTENT AUTHORIZED BY APPLICABLE LAW, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD GRANTOR HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION (INCLUDING CLAIMS FOR VIOLATIONS OF ENVIRONMENTAL OR HAZARDOUS MATERIALS LAWS, REASONABLE ATTORNEY'S FEES AND COSTS OF INVESTIGATION), SUITS, FINES, JUDGMENTS, COSTS AND LIABILITIES ASSERTED AGAINST OR IMPOSED UPON GRANTOR ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY GRANTEE'S OPERATIONS HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF GRANTEE'S PIPELINE, EXCEPT THAT GRANTEE SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY GRANTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. GRANTEE WAIVES ITS RIGHT OF RECOURSE AS TO GRANTOR WHEN INDEMNIFICATION APPLIES, GRANTEE SHALL BE SUBROGATED TO GRANTOR WITH RESPECT TO ALL RIGHTS GRANTOR MAY HAVE AGAINST THIRD PARTIES WITH RESPECT TO MATTERS AS TO WHICH GRANTEE PROVIDES INDEMNITY AND/OR DEFENSE TO GRANTOR. GRANTEE'S OBLIGATIONS UNDER THIS PARAGRAPH SHALL SURVIVE TERMINATION OR RELEASE OF THIS AGREEMENT.
- 12. After original construction of the Pipeline, this Agreement and the rights granted herein shall continue until (i) Grantee has ceased to use the Easement for a period of three hundred sixty-five (365) consecutive days excepting any time that Grantee is prevented from using the Easement by an event or circumstance of force majeure if such event or circumstance is beyond the reasonable control of Grantee, and Grantee has been unable to overcome such event or circumstance by the exercise of reasonable diligence, limited to any of the following events or circumstances: war, lightning, earthquake, fire, landslide, avalanche, hurricanes, named storms, floods, wash-outs, tornadoes, other weather conditions that prevent transportation of the permitted substance(s), explosion, civil disturbance, force majeure or the public enemy, and the inability to retain or obtain replacements for any labor or materials necessary to allow the placement into service or repair of the Pipeline for which

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Pipeline have entered into firm contracts which are not honored by Grantee's counterparty for reasons other than a breach by Grantee or (ii) Grantee shall have executed and filed of record a written release of this Agreement, the Easement and the Temporary Easement, whichever occurs first. For the purposes of this Agreement, "use" of the Easement means the actual transmission of permitted substances through the Pipeline. Grantee shall have one hundred eighty (180) days after expiration or termination of this Agreement to comply with all then applicable rules and regulations regarding abandonment of the Pipeline, including, without limitation, flushing, severing and capping the Pipeline.

- 13. It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this Agreement. It is understood and agreed that this Agreement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto. Words of any gender used in this instrument shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- 14. BY EXECUTION OF THIS AGREEMENT, GRANTEE (i) ACKNOWLEDGES THE CURRENT CONDITION OF THE PROPERTY; AND (ii) ACKNOWLEDGES THAT GRANTEE HAS CONDUCTED OR CAUSED TO BE CONDUCTED SUCH INSPECTIONS OF THE EASEMENT AS IT DEEMS APPROPRIATE AND HAS RELIED UPON ITS OWN INVESTIGATION AND ANALYSIS IN CONSUMMATING THIS AGREEMENT. GRANTEE ACCEPTS THE EASEMENT "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND IN ITS PRESENT CONDITION AND STATE OF REPAIR. GRANTOR SHALL HAVE NO DUTY TO INFORM GRANTEE OF ANY CONDITION ON GRANTOR'S LANDS, NOR SHALL GRANTOR HAVE ANY RESPONSIBILITY OR OBLIGATION TO OVERSEE GRANTEE'S OPERATIONS, EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS THEREON. GRANTEE IS ON NOTICE THAT THERE MAY BE ELECTRICAL OR UTILITY LINES AND FACILITIES AS WELL AS OIL AND AS PIPELINE ABOVE AND BELOW THE ground.
- 15. Any payment due by Grantee under this Agreement for damages shall be paid directly to Grantor.
- 16. During the term of this Agreement, Grantee shall provide annually to Grantor a copy of Grantee's then current general commercial liability and related coverage as applicable to agreements and/or indemnifications provided herein. Further, Grantee shall require any contractor and their officers, agents and employees who are provided access to the Easement or the Temporary Easement for the purpose of construction and/or maintenance of the Pipeline the following insurance coverages (i) comprehensive general liability insurance coverage of at least One Million and 00/100 Dollars (\$1,000,000.00), including coverage for premises operations, broad form property damage, independent contractors and personal injury coverage, (ii) coverage for construction of the Pipeline and (iii) excess umbrella liability coverage of at least One Million and 00/100 Dollars (\$1,000,000); said coverages shall name Grantor as an additional insured party to the extent of Grantee's liability under this Agreement under said policies by separate endorsement. Grantee and its contractors by and through its officers or agents shall require its insurers to waive its/their rights of subrogation to the extent such action is required to render such waiver of subrogation effective. Upon written request, Grantee shall furnish Grantor a Certificate of Insurance as written proof of such coverage.

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	Agreement is made arranty, either expres	•		veyed hereby are acce	pted by
party against whom		r amendment is t	o be enforced ar	ot by a writing signed and no party shall be li brein.	
EXECUTE	O AND EFFECTIVE	E this day of		, 2023.	
		G	RANTOR:		
		В	/:	lerin	
			James Pei	ierin	
		В	/:	lerin	
			Cathi Pell	lerin	
THE STATE OF T	TEXAS §				
COUNTY OF JEF	TEXAS § \$ FERSON §				
	gned, a Notary Pub ellerin appearing ab		sents and certifi	es each of the signat	ures of
GIVEN UN	DER MY HAND AI	ND SEAL OF O	FFICE, this	day of, 2	2023.

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(Notary Seal)

Notary Public, State of Texas

	GRANTEE:
	Jefferson County Water Control & Improvement District No. 10,
	By:
THE STATE OF TEXAS COUNTY OF JEFFERSON §	§ §
	Public, hereby represents and certifies the signature of of the Jefferson County Water Control & Improvement nuine.
	AND SEAL OF OFFICE, this day of, 2023.
(Notary Seal)	Notary Public, State of Texas

#1849731



Firm No. 10136400

Exhibit "A"

Centerline Description of a 10 ft. Wide Permanent Easement

A centerline description of a 10 ft, wide permanent easement over and across a called 2.673 acre tract of land described in an instrument to James & Cathi Pellerin, recorded in Clerk's File No. 2019001130 of the Official Public Records of Jefferson County, Texas (OPRJCT), located in the WILLIAM CARROLL SURVEY, Abstract No. 13 in Jefferson County, Texas, said centerline being more particularly described as follows:

Note: All coordinates, bearings, distances, and areas are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone, with a scale factor of 0.99993010 and a convergence angle at the POT of 02°26'35".

COMMENCING at a capped iron rod ("SOUTEX") found in the northeast line of the Kansas City Southerly Railway Co. 100 ft. wide right-of-way, for the most-southerly corner of a tract of land described in an instrument to Shirley & Harold McGuire, recorded in Clerk's File 2009048862 (OPRJCT), and the most-westerly corner of said 2.673 acre tract, from which a 2" pipe was found for the most-northerly corner of said 2.673 acre tract at North 37°30'33" East, 526.48 feet, said commencing point having a coordinate value of N: 13,943,943.33, E: 3,545,927.29;

THENCE South 47°45'52" East, along the northeast line of said railroad right-of-way and the southwest line of said 2.673 acre tract, a distance of 6.74 feet to the POINT OF BEGINNING of the herein described centerline, from which a 5/8" rod was found for the most-southerly corner of said 2.673 acre tract at South 47°45'52" East, 219.08 feet, said beginning point having a coordinate value of N: 13,943,938.80, E: 3,545,932.28:

THENCE the following four courses and distances across said 2.673 acre tract:

North 37°41'55" East, a distance of 51.93 feet to an angle point; South 48°52'43" East, a distance of 211.47 feet to an angle point; North 37°33'23" East, a distance of 435.19 feet to an angle point;

North 37°22'20" East, a distance of 19.89 feet to the POINT OF TERMINATION of the herein described centerline, in the southwest line of a 611.18 acre tract described in an instrument to Energy Transfer Nederland Terminal, LLC, recorded in Clerk's File No. 2023012529 (OPRJCT), and the northeast line of said 2.673 acre tract, from which a capped iron rod was found for the most-easterly corner of said 2.673 acre tract at South 43°48'15" East, 6.10 feet, said termination point having a coordinate value of N: 13,944,201.62, E: 3,546,400.68. The total length of the herein described centerline being 718.48 feet, said easement containing 0.165 of an acre, being 5 feet on each side of said centerline, the sidelines thereof being extended or shortened to intersect at angle points and grantor's property lines.

Temporary Workspaces (T.W.S.)

Being four (4) temporary workspaces as shown on the accompanying plat, containing a total of 0.413 acre.

This description and the accompanying plat (Exhibit "B") are based on an actual survey on the ground performed by Access Surveyors, LLC, and prepared on July 18, 2023.

Scott N. Brackin, RPLS 6650 Access Surveyors, LLC 11025 Old Voth Road Beaumont, TX 77713 Firm No. 10136400

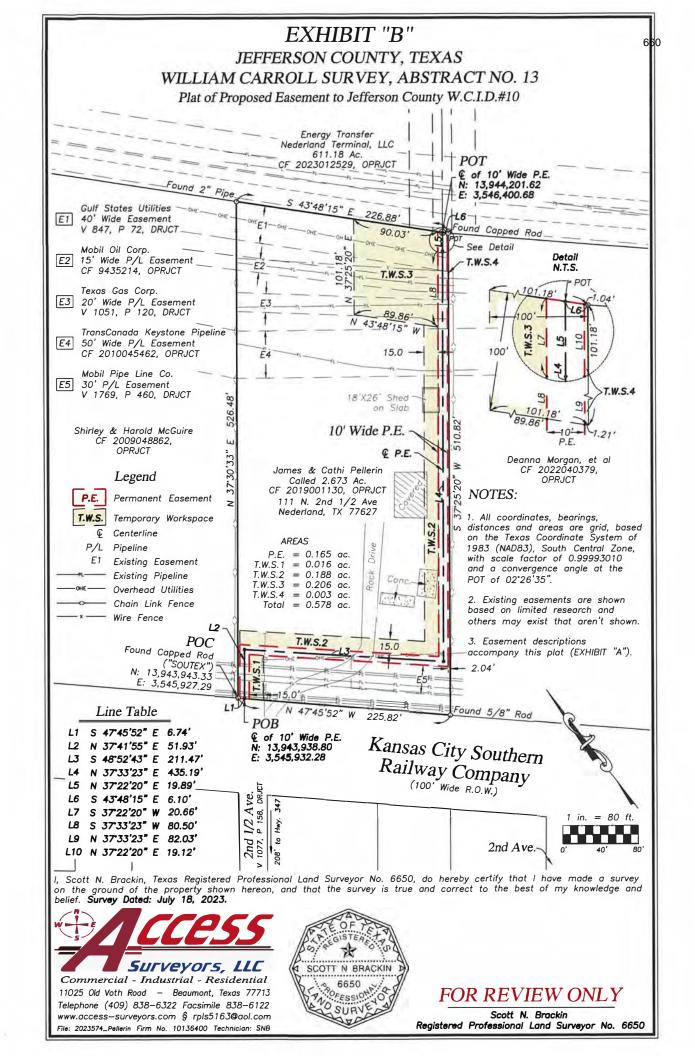


EXHIBIT "C" LEGAL DESCRIPTION

File No.: 331093

BEING 2.673 acres of land, part of Lot 7 and all of Lot 8, Block 2, Charles T. Query Subdivision, recorded in Volume 6, Page 63, Map Records, Jefferson County, Texas; being the same tract of land described in a deed to John S. Bielecki, recorded in Film Code 104-87-0505, Save and Except a 25' strip of land described in a deed to Jefferson County, recorded in Volume 1100, Page 86, Deed Records, Jefferson County, Texas; said 2.673 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

BEGINNING at a ½" steel pipe found for the Northwest corner of a tract of land described in a deed to Chester D. Bethel and Betty Bethel, recorded in Film Code 101-80-2442, Official Public Records, Jefferson County, Texas; said ½" steel pipe being the Southwest corner of said Lot 8, Block 2, on the Easterly line of a 100' wide Kansas City Southern Railroad Right of Way and being the Southwest corner of the herein described tract; having a Texas Coordinate of N: 13943791.83, E: 3546094.64;

THENCE, North 47 deg., 51 min., 18 sec., West (Called North 43 deg., 13 min., 00 sec., West), on the West line of said Lot 8 and a portion of the West line of said Lot 7, same being the Easterly line of said Kansas City Southern Railroad Right of Way, a distance of 225.72' to a ½" steel rod, capped and marked "SOUTEX", set for the Southwest corner of a tract of land described in a deed to Shirley Van Oostrom and Harold G. MacGuire, recorded in File No. 2009048862, Official Public Records, Jefferson County, Texas; said ½" steel rod being the Northwest corner of the herein described tract; from which a ½" steel pipe found on the Easterly line of said Kansas City Southern Railroad Right of Way bears North 47 deg., 51 min., 18 sec., West (Called North 43 deg., 13 min., 00 sec., West), a distance of 286.44';

THENCE, North 37 deg., 30 min., 51 sec., East (Called North 42 deg., 00 min., 00 sec., East), on the South line of said Oostrom and MacGuire tract, crossing said Lot 7, a distance of 526.52' to a 3" steel pipe found for the Southeast corner of said Oostrom and MacGuire tract on the West line of a tract of land described in a deed to City of Nederland, recorded in Film Code 101-27-1067, Official Public Records, Jefferson County, Texas; said 3" steel pipe being the Northeast corner of the herein described tract;

THENCE, South 43 deg., 48 min., 13 sec., East (Called South 39 deg., 06 min., 00 sec., East), on the East line of said Charles T. Crary Subdivision, same being the West line of the City of Nederland tract, a distance of 226.89' to a ½" steel rod, capped and marked "SOUTEX", set for the Northeast corner of said Bethel tract, same being the Southeast corner of the herein described tract; from which a ½" steel rod found bears South 47 deg., 49 min., 37 sec., East, a distance of 257.64';

THENCE, South 37 deg., 26 min., 10 sec., West (Called South 42 deg., 00 min., 00 sec., West), on the North line of said Bethel tract, same being the South line of said Lot 8, a distance of 510.50' to the POINT OF BEGINNING and containing 2.673 acres of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description(s) of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes.

File No.: 331093



Jefferson County WATER CONTROL AND IMPROVEMENT DISTRICT NO. 10

3707 CENTRAL BOULEVARD, NEDERLAND, TEXAS 77627 (409) 722-6922 • FAX (409) 722-2494

Total Energy Partners Easement			113,294.58		
	350.00	per rod		113,294.58	
=			323.70	total number of rods	
/			16.50	distance per rod	
			5,341.03	Total feet	
Line L7				feet	
Line L6			4,672.42	feet	
Line L5			466.65	feet	
Line L4			201.96	feet	



Firm No. 10136400

Exhibit "A"

Centerline Description of a 20 ft. Wide Permanent Easement

A centerline description of a 20 ft. wide permanent easement over and across a called 611.18 acre tract of land described in an instrument to Energy Transfer Nederland Terminal, LLC, recorded in Clerk's File No. 2023012529 of the Official Public Records of Jefferson County, Texas (OPRJCT), located in the WILLIAM CARROLL SURVEY, Abstract No. 13 in Jefferson County, Texas, said centerline being more particularly described as follows:

Note: All coordinates, bearings, distances, and areas are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone, with a scale factor of 0.99993010 and a convergence angle at the POB of 02°26'35".

COMMENCING at a capped iron rod ("LJA") found in the northeast line of a called 3.405 acre tract (Tract 1) described in an instrument to F. L. Tucker, Ltd., recorded in Clerk's File No. 2006027547 (OPRJCT), for a westerly corner of a 267.492 acre tract of land described in an instrument to the City of Nederland, Texas, recorded in Film Code 100-87-0110 of the Real Property Records of Jefferson County, Texas, and the most-southerly corner of said 611.18 acre tract, said commencing point having a coordinate value of N: 13,943,398.42, E: 3,547,290.44;

THENCE North 47°56'52" West, along the southwest line of said 611.18 acre tract, a distance of 1,192.59 feet to a capped iron rod ("SOUTEX") found for the most-northerly corner of a tract of land described in an instrument to Deanna Morgan, et al, recorded in Clerk's File No. 2022040379 (OPRJCT), the most-easterly corner of a 2.673 acre tract of land described in an instrument to James & Cathi Pellerin, recorded in Clerk's File No. 2019001130 (OPRJCT), and an angle point in the southwest line of said 611.18 acre tract;

THENCE North 43°48'15" West, along the northeast line of said 2.673 acre tract and the southwest line of said 611.18 acre tract, **a distance of 6.10 feet to the POINT OF BEGINNING** of the herein described centerline, from which a 2" pipe was found in the southwest line of said 611.18 acre tract, for the most-northerly corner of said 2.673 acre tract at North 43°48'15" West, 220.78 feet, said beginning point having a coordinate value of N: 13,944,201.62, E: 3,546,400.68;

THENCE the following three (3) courses and distances across said 611.18 tract:

North 37°22'20" East, a distance of 201.96 feet to an angle point;

South 48°05'49" East, a distance of 466.65 feet to an angle point;

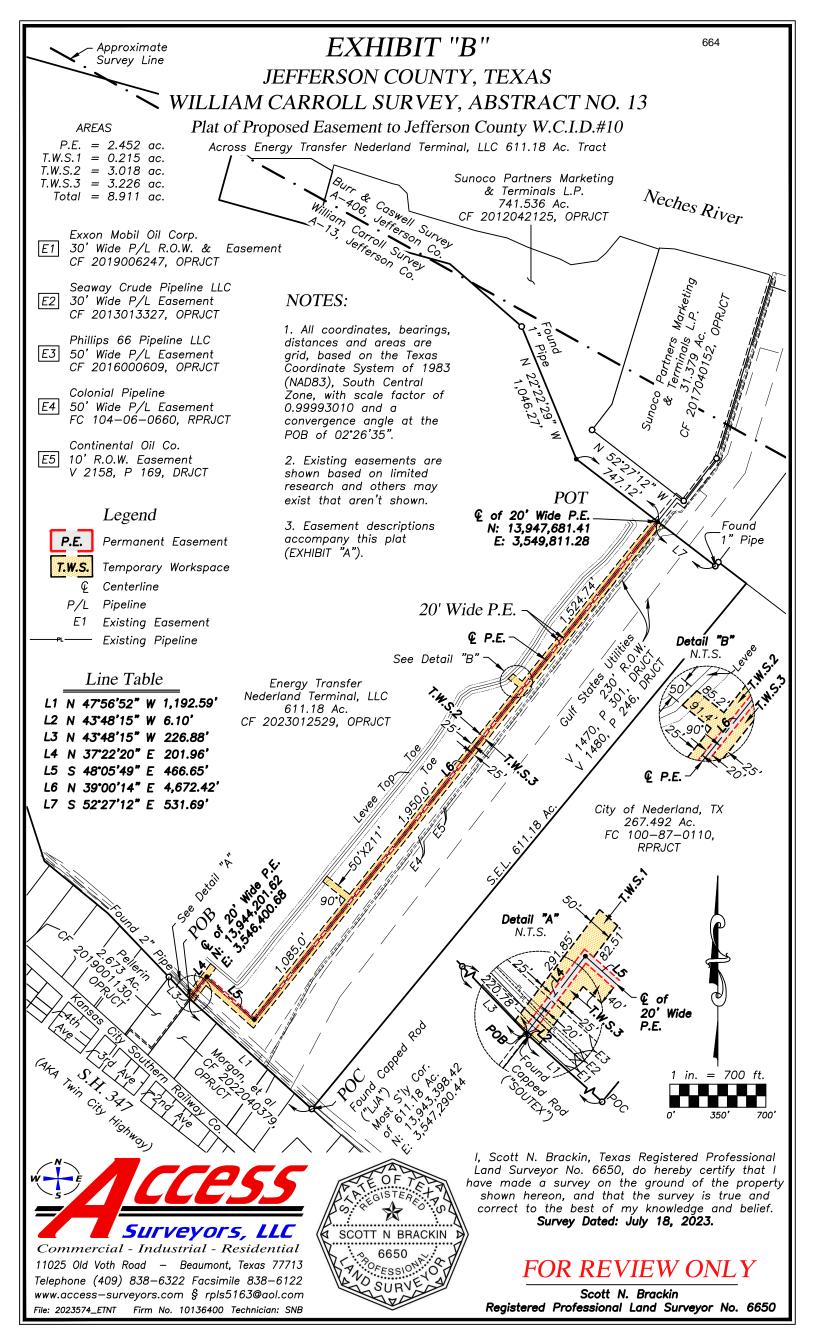
North 39°00'14" East, a distance of 4,672.42 feet to the POINT OF TERMINATION of the herein described centerline, in a southwest line of a 741.536 acre tract described in an instrument to Sunoco Partners Marketing & Terminals L.P., recorded in Clerk's File No. 2012042125 (OPRJCT), and the northeast line of said 611.18 acre tract, from which a 1" pipe was found for an exterior ell corner of said 741.536 acre tract and an interior ell corner of said 611.18 acre tract at South 52°27'12" East, 531.69 feet, said termination point having a coordinate value of N: 13,947,681.41, E: 3,549,811.28. The total length of the herein described centerline being 5,341.03 feet, said easement containing 2.452 acres, being 10 feet on each side of said centerline, the sidelines thereof being extended or shortened to intersect at angle points and grantor's property lines.

Temporary Workspaces (T.W.S.)

Being three (3) temporary workspaces as shown on the accompanying plat, containing a total of 6.459 acres.

This description and the accompanying plat (Exhibit "B") are based on an actual survey on the ground performed by Access Surveyors, LLC, and prepared on July 18, 2023.

Scott N. Brackin, RPLS 6650 Access Surveyors, LLC 11025 Old Voth Road Beaumont, TX 77713 Firm No. 10136400



AMENDED AGREEMENT

This Amended Agreement ("Agreement") is entered into by and between the **Jefferson County** (County), and **Tim Richardson** ("Consultant"). This agreement is intended to replace the agreement previously executed between the parties and, upon execution of this agreement, the previous agreement is declared null and void.

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and Consultant agree as follows:

I. <u>SCOPE OF AGREEMENT</u>

This Agreement shall cover the rights, duties and obligations of the parties hereto with regard to consulting work related to County activities associated with seeking BP *Deepwater Horizon* (DWH) restoration funding for a variety of purposes determined by the County including environmental infrastructure improvements.

II. RESPONSIBILITIES OF THE PARTIES

Consultant shall:

- Assist County with organizing and coordinating the County's approach to developing a priority project list for which DWH restoration funds, GOMESA funds and Congressional Supplemental bills (hurricanes and any others) will be sought;
- Identify key federal and state DWH restoration officials, non-profit, corporate, stakeholder, and other audiences, including specific people/contacts at each, that need to be informed about the County's restoration goals and priorities, and communicate with them on an ongoing basis, including making introductions for the County officials so that they can establish relationships with these entities;
- Draft a strategy and timeline for communicating with these groups for the County's review to ensure that the County's efforts are comprehensive and coordinated;
- Draft a strategy for Congressional outreach, including specific Representatives and staff that need to be briefed;
 - Take the lead with preparation of materials for these groups;
- Help in drafting a strategy for the County to be recognized for environmental restoration leadership among Gulf of Mexico states, counties and cities;
- Evaluate and pursue government and private foundation grant funding opportunities consistent with County approved objectives;
- Serve as the "eyes and ears" of the County in Washington, D.C. and Austin, Texas with regard to updates on progress on the BP settlement, and development and

implementation of DWH restoration, alerting the County to any specific actions that need to be taken to ensure that its interests are represented.

B. The County shall:

1. Provide overall project direction and day-to-day coordination/clarification about the County's goals and objectives in DWH restoration.

III. <u>PERSONNEL</u>

- A. All of the work performed under this Agreement shall be performed by Tim Richardson. If for any reason Tim Richardson becomes unable to provide his expertise, the County reserves the right to immediately terminate this Agreement unless Consultant provides a suitable replacement, agreed upon by the parties in writing.
- B. Consultant is solely responsible for all employee-related salary and applicable benefits to Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and Consultant's personnel in connection with this Agreement.

IV. TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall begin October 1, 2019 and expire on September 30, 2020 unless earlier terminated in accordance with Section B. or C. below or by mutual agreement.
- B. This Agreement may be terminated by any party upon fifteen (15) days advance written notice in the event of: (i) a material breach of this Agreement by any party; (ii) fraud by any party; (iii) insolvency, bankruptcy, reorganization or receivership of one of the parties; (iv) breach of fiduciary duties by any of parties; (v) the County's dissatisfaction with the quality of the Project; (vi) Consultant's failure to complete the Project in a timely manner; or (vii) gross or willful negligence, persistent or prolonged neglect or misconduct by the other party.
- C. If the County is dissatisfied with any of the services rendered under this Agreement, it may notify Consultant and provide Consultant a reasonable time within which to remedy any unsatisfactory performance of services or it may terminate this Agreement pursuant to Section B above.
- D. Any party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other parties. Any terms of this Agreement that extend beyond its termination shall remain in effect until fulfilled, and apply to respective successors and assigns.

E. Upon termination of this Agreement, Consultant shall immediately, within seven days, deliver all work performed pursuant to this Agreement to the County (including documents provided to Consultant by the County and any work in progress, such as notes, drafts and sketches) and shall, upon the County's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by the County, Consultant shall, after termination, cooperate on a time and materials basis with the County in it's or another's efforts on the County's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

V. COMPENSATION/TERMS OF PAYMENT

- A. During the term of this Agreement the County shall pay Consultant \$108,000 annually at \$9,000 per month which payments will be made upon receipt of a monthly invoice.
- B. All payments to sub-contractors used by the Consultant shall be the responsibility of the Consultant, unless otherwise agreed to in advance by the County.
 - C. If the Agreement is terminated pursuant to Paragraph IV above, Consultant shall be paid on a pro rata basis for satisfactory services rendered to the date of termination.
- D. The County shall not be liable for any federal, state or local taxes, social security payments, sick pay, vacation pay, severance pay, bonuses or other social or welfare payments to Consultant. The County's liability to Consultant is limited to the dollar amounts set forth in Section A and for reasonable expenses incurred by Consultant as set forth in Section B and D. In no case shall the County be liable for the other costs or damages that may result from Consultant's normal course of doing business.
- E. All routine travel expenses shall be paid for by Consultant with an understanding that any extraordinary travel requested and pre-approved in advance by the County and shall be coach, 14 day advance purchase, unless agreed to otherwise, in writing (email is an acceptable communication), by the County.
- F. All invoices for fees/expenses to be paid by the County pursuant to this Agreement must be received by the County within thirty (30) days from the date the fee / expense is incurred. Any invoice received from Consultant more than thirty (30) days after termination or expiration of this Agreement will not be paid.

G. In the event of a dispute over the terms of this Agreement, including the provision of satisfactory services by Consultant, the County reserves the right to withhold payment of monies owed until the dispute is resolved.

VI. OWNERSHIP OF MATERIALS AND RESULTS

A. All materials provided to the County and all work performed under this Agreement, either by Consultant or by any sub-contractor hereunder, shall remain the property of the County. However, County shall grant full authority to Consultant to use all specific non-proprietary, non-confidential materials produced for any purpose, without prior approval.

B. <u>Joint Copyright Ownership</u>

- 1. It is understood and agreed that the County has the right to use or not use the Work Product and to use, assign to a third party, reproduce, re-use, alter, modify, edit, or change the Work Product as it sees fit and for any purpose, and that the Work Product shall not be returned except for pre-existing copyrighted or proprietary materials used by Consultant as a tool to develop the Work Product.
- 2. County and Consultant shall have joint rights, title and interests in the Work Product, as well as any license to use, sell, exploit, copy, or further develop such Work Product.
- 3. Consultant represents and warrants that the Work Product shall be original, and shall not infringe on the rights of any other person or party. In the event of a breach of this representation and warranty, Consultant shall immediately return to the County all monies received under this Agreement and shall be liable for any consequential damages resulting therefrom. The County and Consultant shall jointly retain all right, title and ownership in and to all work, including without limitation to all copyright, patent, trade secret and other intellectual property rights pertaining thereto, including but not limited to, the complete right to modify text, print, publish, copy, distribute, transfer, display and prepare derivative works based upon work prepared under this Agreement.

VII. <u>AUTHORIZED CONTACTS</u>

The following County employees are authorized contacts under this Agreement:

Jeff Branick, Judge, **Jefferson County**; jbranick@co.jefferson.tx.us; office: 409-835-8466.

Tim Richardson, consultant, trpr51@gmail.com, office/mobile 202-352-1269.

VIII. NONDISCLOSURE OF PROPRIETARY INFORMATION

During the course of the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation, lists, corporate or facility data regarding the County's legal strategies, policy goals and objectives, various plans for future development and any other development, and any other information of a similar nature pertaining to the County. Consultant hereby expressly covenants and agrees that, anytime during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of the County, as applicable. This section shall survive termination of this Agreement.

IX. TAXES

It is understood and agreed that Consultant is an independent contractor, not an employee. Any compensation, therefore, will not be subject to withholding of either income taxes or Social Security taxes. It is understood that in the event that such payments should be deemed taxable, Consultant shall be solely responsible for the payment of those taxes; and Consultant shall indemnify the County against any claims for taxes or other payroll deductions, including penalties, provided the County promptly notify Consultant of any such claim.

X. TRANSFER OF INTEREST

Neither this Agreement, nor any of the rights and obligations stated herein or resulting therefrom, may be assigned, transferred or otherwise disposed of by Consultant without the prior written consent the County.

XI. NOTICE

Any legal notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered either by mail or by personal delivery. If delivered by mail, notices shall be sent by Federal Express or a similar type delivery service, or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

a) If to the County, to: Honorable Jeff Branick Jefferson County County Court House 1149 Pearl Street Beaumont, Texas 77701 b) If to Consultant, to:

Tim Richardson 6707 Old Stage Road Rockville, MD 20852

- A. Consultant agrees to indemnify, defend, and hold harmless the County, its officers, directors, employees, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with Consultant's breach of this Agreement or Consultant's negligence or willful misconduct, or a third-party claim arising out of Consultant's performance under this Agreement.
- B. Consultant shall indemnify and hold the County harmless from any proceedings or claims asserted against the County resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by the County or from matters with respect to which Consultant has advised the County, in writing, of the legal risks involved and the County, by their specific written approval, have assumed the risks thereof, in which cases the County shall so indemnify Consultant.
 - C. This section shall survive termination of this Agreement.

XII. GOVERNING LAW / VENUE

This Agreement shall be exclusively governed by and pursuant to the laws of the State of Texas. Any and all suits or claims by either party shall be brought exclusively in the State of Texas.

XIII. AGENCY

The parties agree that this Agreement is not intended to create any agency, subcontractor, or employer-employee relationship of any kind between the County and Consultant, or between the County and any other party with whom Consultant has contracted regarding this Agreement. The parties agree not to contract any obligation in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to

represent that the County is in the business of providing the products and/or services provided by Consultant.

XIV. ENTIRE AGREEMENT / SEVERABILITY

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XV. WAIVER

The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an instrument in writing signed by both parties.

XVI. <u>EQUAL OPPORTUNITY</u>

The County acknowledges that it is an Equal Employment Opportunity Employer, M/F/D/V. Consultant agrees that he is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973 and other federal and state anti-discrimination laws.

XVII. MISCELLANEOUS

- A. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be construed as part of or in interpreting this Agreement.
- B. During the term of this Agreement, upon reasonable notice and during regular business hours, the County shall have the right to audit all books and records of Consultant relating to the amounts payable by either party under this Agreement.
- C. None of the Parties shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature or acts of God, acts of war, acts or threats of terrorism, riots, civil disorder, rebellions, epidemics, governmental travel

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

Ву	Date
Name: Jeff Branick	Date
Title: Judge	
EIN	
Tim Richardson, Consultant	
By Vin Pider	Date Out 4 2023
Name: Tim Richardson	

Jefferson County

EIN 370-60-3504

I, <u>Tim Richardson</u>, Consultant, certify that, to the best of my knowledge, there is no conflict of interest between the issues/services that I provide for other clients and the County.

IN WITNESS WHEREOF, the par	ties have caused this Agreement to be executed by their
authorized representatives.	ONER
By Name: Jeff Braniston Title: Judge	ATTESTING DATE 10/5/2
Tim Richardson, Consultant	Date
Name: Tim Richardson	Date
EIN 370-60-3504	
	hat, to the best of my knowledge, there is no conflict of nat I provide for other clients and the County.
Signed:	
Signature of Consultant	Date

All attachments to this Agreement are incorporated herein by reference and

made a part of this Agreement.



PROCLAMATION

STATE OF TEXAS	§ COMMISSIONERS' COURT
COUNTY OF JEFFERSON	§ COMMISSIONERS' COURT § OF JEFFERSON COUNTY, TEXAS
BE IT REMEMBERED at a meeting of Comm	missioners' Court of Jefferson County, Texas, held
on the 3 day of October , 2023, on	motion made by Cary Erickson ,
Commissioner of Precinct No. 2, and seconded by	Vernon Pierce , Commissioner of
Precinct No. 1, the following Proclamation was ac	lopted:
2023 NATIO	NAL 4-H WEEK
WHEREAS, the Jefferson County Commissione Development Program of the Texas A&M AgriLi experience-based education to youngsters through	fe Extension Service for 114 years of providing
WHEREAS, this admirable program, which seek child, including head, heart, hands, and health, he life skills, and form attitudes to enable them to be members of our society; and	lps young Texans to acquire knowledge, develop
WHEREAS, its more than 550,000 urban, suburt from eight to nineteen, hail from diverse ethnic are a cross-section of the state; and	ban, and rural youth participants, ranging in age and socioeconomic backgrounds and truly represent
WHEREAS, the program undoubtedly could not it not for the service of its more than 22,000 voluntalents, energies, and resources to the youth of Te	nteers, who have given generously of their time,
	H program has developed positive role models for nspiring programs, continues to build character and g and great; now, therefore, be it,
designate October 1-7, 2023 as National 4-H Wee	fferson County Commissioner's Court does hereby k in Jefferson County and we commend the 4-H Youth fe Extension Service and the many men and women
SIGNED this 3 day of October, 2023.	
VEULLE PIEZEE COMMISSIONER VERNON PIERCE Precinct No. 1 Cary Erichson	FF R. BRANICK y Judge COMMISSIONER MICHAEL S. SINEGAL Precinct No. 3
COMMISSIONER CARY ERICKSON Precinct No. 2	COMMISSIONER EVERETTE D. ALFRED Precinct No. 4

FY 2023 Port Security Grant Program (PSGP) Memorandum of Understanding

Memorandum of Understanding/Agreement

Between the Southeast Texas Regional Planning Commission (SETRPC) and Jefferson County (includes Taylor Landing, Nome, and China)

Regarding Jefferson County's use of the Southeast Texas Emergency Alerting Network

- **1. PARTIES.** The parties to this Agreement are SETRPC and Jefferson County.
- **2.** The purpose of this Agreement is for the local jurisdiction to acknowledge the SETRPC's application for 2023 Port Security Grant funds (Period of Performance: September 1, 2023 August 31, 2026) to provide regional access to the South East Texas Regional Emergency Alerting Network, to signify Jefferson County's support of the project, and to set forth terms by which each of the parties will ensure the project's success.
- 3. RESPONSIBILITIES. The roles and responsibilities of each party are understood as follows:

SETRPC agrees to:

Administer the emergency alerting system;

Ensure compliance with grant requirements;

Contact with and ensure timely payment to third party vendor for emergency alerting network services;

Jefferson County agrees to:

Follow Emergency Network Services guidelines as outlined in the Interlocal Agreement between SETRPC and Jefferson County;

It is anticipated that industry expenses for promoting the regional emergency alerting network will provide the required cash match; however, if this is deemed an ineligible match or if expenses are insufficient to meet the full required cash match, Jefferson County agrees to provide a pro rate match not to exceed \$8,574.63 over two years, FY2024-2025; FY2025-2026.

4. POINT OF CONTACT. Stephen L. Curran

Director, Criminal Justice and Homeland Security Division South East Texas Regional Planning Commission 2210 Eastex Freeway Regument Texas 77703

Beaumont, Texas 77703 Office: (409) 924-7514 Fax: (409) 899-0826

Email: scurran@setrpc.org
Website: www.setrpc.org

- **5. OTHER PROVISIONS.** Nothing in this agreement is intended to conflict with current laws or regulations of the State of Texas or local Government. 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.
- **6. EFFECTIVE DATE**. The terms of the agreement will become effective on the date found next to the signatures below.
- **7. MODIFICATIONS.** This agreement may be modified upon the mutual written consent of the parties.

8. TERMINATION. The terms of this agreement, as modified with the consent of both parties, will remain in effect until the grant end date for an approved grant. Either party, upon 30 days written notice to the other party may terminate this agreement.

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Shanna Burke Executive Director SETRPC

Signature Date

Jeff-Branick County-Judge Jefferson County

ure pro-lemo

Date

MAN COUNTRY

				\$	431,369.00 \$	107,842.25	
PSGP 2023	Population (based on 2020	% of Population	<u>Match</u>				
	published Census Data)						<u>\$ 229,779.00</u>
Jefferson County	34,233	7.9511%	\$ 8,574.63				
(includes: Nome, China,							
Taylor Landing)				•	256,526		
Beaumont, City of	115,282			•			
Bevil Oaks	1,089			*			
Groves, City of	17,335			•			
Nederland, City of	18,856			•			
Port Arthur, City of	56,039			•			
Port Neches, City of	13,692			•			
Hardin County (includes:	31,988	7.4297%	\$ 8,012.31				
Rose Hill Acres)							
				•		56,231	
Kountze, City of	1,981			•			
Lumberton, City of	13,554		-	•			
Silsbee, City of	6,935		•	•			
Sour Lake, City of	1,773			•			
Orange County (includes:	40,458	9.3969%	\$ 10,133.86				
Pine Forest, Rose City)							
				•	84,808		
Bridge City, City of	9,546			•			
Orange, City of	19,324			•			
Pinehurst, City of	2,232			•			
Vidor, City of	9,789		\$ 2,451.93	•			
West Orange, City of	3,459			•			
Jasper County	32,980			•			
	430,545	100.000%	\$ 107,842.25				
	Population Total	430,545	Grant Budget				
	Port Security 25% Match	\$ 107,842.25	\$107,842.00				
	Port Security 75% Grant Funds	\$ 323,526.75	\$323,527.00				
	TOTAL PROJECT COSTS:	\$ 431,369.00	\$431,369.00				
	Jefferson County Population	256,526					
	Hardin County Population	56,231					
	Orange County Population	84,808					
	Jasper County Population	32,980					
		430,545					

ORDER TO APPROVE ONLINE EDUCATION FOR COUNTY COMMISSIONERS

Whereas, Section 81.0025(b), Local Government Code, as amended by the 87th Legislature, authorizes online instruction for commissioners continuing education with the approval of the commissioners court, except for a county commissioner in the first 12-month period of the commissioner's first term; Whereas, the Commissioners Court of __ County, Texas wishes to authorize online instruction of commissioners continuing education as permitted by the statute; IT IS HEREBY ORDERED that the Commissioners Court of _ County, Texas approves and authorizes online instruction for the continuing education of county commissioners, except for a county eommissioner in the first 12-month period of the eommissioner's first term; and IT IS FURTHER ORDERED that a copy of this Order shall be submitted to the Commissioners Education Committee of the County Judges and Commissioners Association of Texas Read and adopted by a vote of ayes and nays on this day of ______, 20____. Signed:

Attest:

LOCAL GOVERNMENT CODE

- Sec. 81.0025. CONTINUING EDUCATION. (a) A county commissioner must successfully complete at least 16 hours of continuing education in the performance of the duties of county commissioners at least once in each 12-month period.
- (b) Continuing education instruction required by this section must be certified by an accredited public institution of higher education; and, as amended by the 87th Legislature, online instruction is authorized for commissioners continuing education with the approval of the commissioners court, except for a county commissioner in the first 12-month period of the commissioner's first term.
- (c) To satisfy the requirement of this section, a commissioner is entitled to carry forward from one 12-month period to the next not more than eight continuing education hours that the commissioner completes in excess of the required 16 hours.
- (d) For the purposes of removal under Subchapter B, Chapter 87, "incompetency" in the case of a county commissioner includes the failure to complete hours of continuing education in accordance with this section.
- (e) This section does not apply to a county commissioner who:
- (1) serves in a county with a population of 1.3
 million or more;

or

- (2) meets at least one of the following requirements:
 - (A) has served continuously for 12 years or more;
- (B) is an attorney licensed to practice law in this state for 12 years or more and has completed at least 64 hours of continuing education approved by the County Judges and Commissioners Association of Texas; and

- (3) attends at least 15 hours of staff briefing on continuing education subjects in each 12-month period as approved by the County Judges and Commissioners Association of Texas.
- (f) In addition to the exceptions under Subsection (e), this section does not apply to a county commissioner who serves in a county with a population of 225,000 or more and who:
 - (1) has served continuously for 12 years or more; and
- (2) in the 12-month period, completes at least three semester credit hours of graduate-level course work in a field of study directly related to county government with a grade of B or higher in each course completed during the period.

GOVERNMENT CODE

Sec. 418.005(g) The hours spent in an [emergency management] training course required by Subsection (b) may be applied toward the continuing education requirements for county commissioners under Section 81.0025, Local Government Code.

DUPHILL, INC

Permit 03-0W-22

Road damage Jefferson County Road and Bridge Pct-2

Garner Road:

1. at Burrell Cemetery.

Dig out 6'x40' dig down 10" and add 7"of compacted base. Over lay with 3"of Hot Mix.

a. BASE \$ 100 per Ton x 8 Tons	\$ 800.00
b. Hot MIX \$100 per Ton, x 16 Tons	\$1600.00
c. Gradall \$80 per hour x 3 =	\$240.00
d. Dump truck\$80 per hour x 3=	\$240.00
e. Double drum roller\$80 per hour x 3=	\$240.00
f. Grader \$80 per hour x 3=	\$240.00
g. Labor Foreman \$35 per hour x 3=	\$105.00
h. Equip Operator x3\$31 per hour x 9=	\$279.00
I. Labor x2 \$28 per hour x 6=	\$168.00
Total cost	\$3,112.00

Burrell Wingate:

North of Boondocks close to pipe line crossing, south of curve.

1. level up 4'x 30'.

a. Hot mix \$100 per Ton x3 tons =	\$300.00
b. Grader\$ 80 per hour x 3=	\$240.00
c.Double drum roller \$80 per hour x 3=	\$240.00
d. Labor Foreman \$35 per hour x 3=	\$105.00
e. Equip operator x 3 \$31 per hour x 9=	\$279.00
f. Labor x2\$28	\$168.00
Total	\$1,332.00

2. Shoulder work at pipe line crossing.

a, Base\$100 per Ton x 2 Tons	\$200.00
b, Hot mix\$100 per Ton x 2 Tons	\$200.00
c. Grader\$80 per hour x1=	\$80.00
d. Double drum roller \$80 per hour x1=	\$80.00
e. Labor Foreman \$35 per hour x1=	\$35.00
f. Equip operator x 2 \$31 per hour x1=	\$62.00
g. Labor x 2 \$28 per hour x 2=	\$56.00
Total	\$713.00

3. Level up 4'x 60' at pipe line crossing.

a, Hot mix \$100 per Ton x 4 Tons =	\$400.00
b, Gader \$80 per hour x2=	\$160.00
c. Double drum roller\$80 per hour x2=	\$160.00
d. Labor Foreman\$35 per hour x2=	\$70.00
e. Equip operator x 2 \$31 per hour x 4=	\$124.00
f. Labor x 2\$28 per hour x 4 =	\$112.00
Total	\$1026.00

Craigen Road:

In front of Valero

1. Level up 8' x 120'

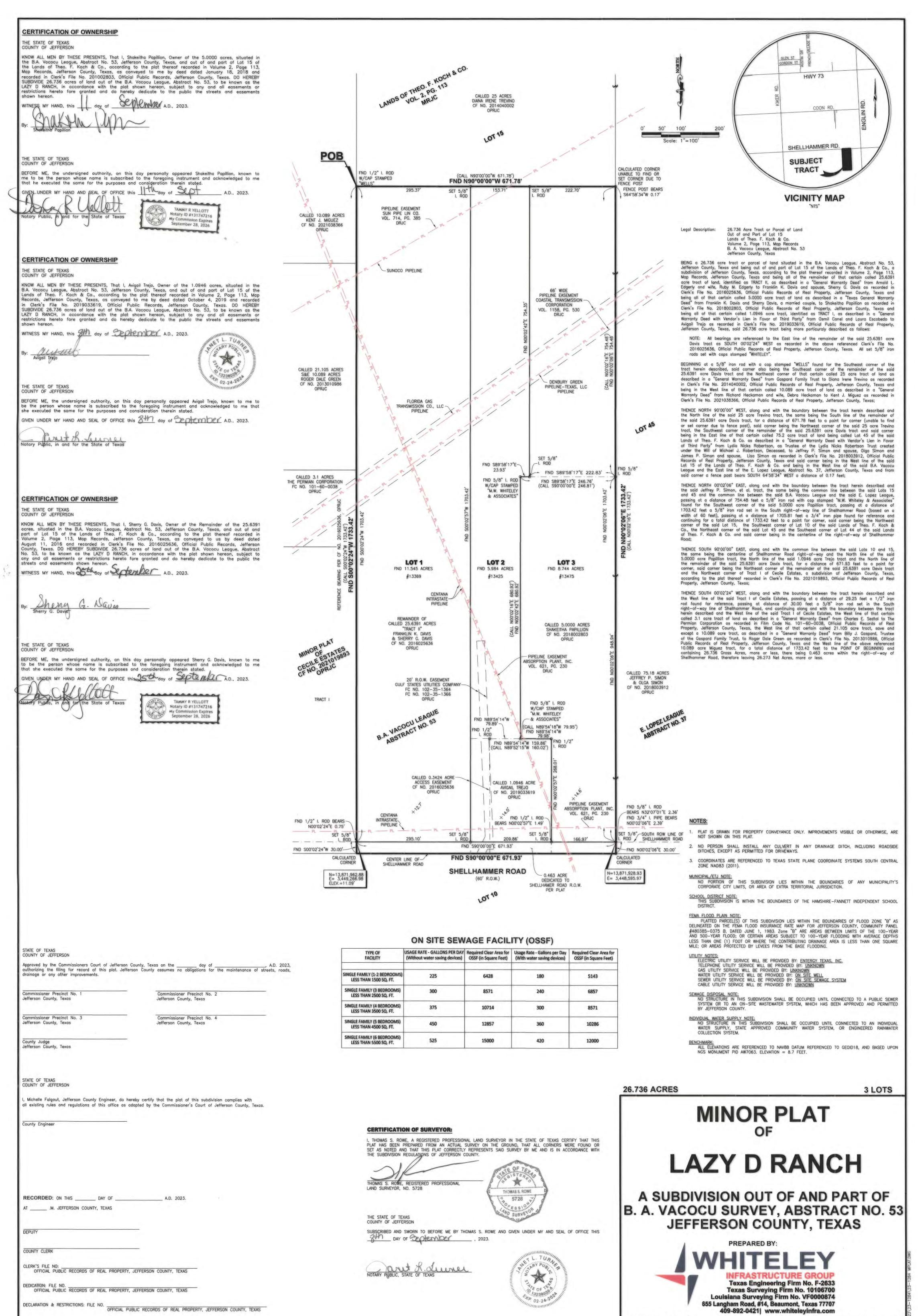
a. Hot mix \$100 per Ton x 32 Tons =	\$3200.00
b. Grader \$80 per hour x 3=	\$240.00
c. Double drum roller \$80 per hour x 3=	\$240.00
d. Labor Foreman\$35 per hour x 3=	\$105.00
e. Equip Operator x 2 \$31 per hour x 6=	\$186.00
f. Labor x 2\$28 per hour x 6=	\$168.00
Total	\$4139.00

2. Dig out 5' x 60'- at pipe line crossing.

a. Base\$100 per Ton x 8 Tons =	\$800.00
그 마음에 하는 것이 되었다. 이번 이 경우가 있다면 이 아름이 되었다면 하는 사람이 되었다면 하는데 하는데 이 사람들이 되었다.	

b. Hot mix\$100 per Ton x 5 Tons	\$500.00
c. Gradall \$80 per hour x3=	\$240.00
d. Double drum roller\$80 per hour x 3=	\$240.00
e. Grader \$80 per hour x 3=	\$240.00
f. Dump truck\$80 per hour x3=	\$240.00
g. Labor Foreman \$35 per hour x3=	\$105.00
h. Equipment Operator x3\$31 per hour x9=	\$279.00
I. Labor x 2-\$28 per hour. x 6=	\$112.00
Total	\$2,756.00
3. Level up 5' x 80' - close to pipe line crossing.	
a. Hot mix\$100 per Ton x 5 Tons =	\$500.00
b.Grader\$80 per hour x 3=	\$240.00
c. Double drum rollerx 3=	\$240.00
d. Labor Foreman\$35 per hour x 3=	\$105.00
e. Equip Operator x 2 \$31 per hour x 6=	\$186.00
f. Labor x 2\$28 per hour x 6=	\$168.00
Total	\$1,439.00
4. Dig out 5' x 30'- Between pipe line crossing and Wilber road.	
a. Base\$100 per ton x 8 Tons =	\$800.00

b. Hot mix \$100 per Ton x 32 Tons=	\$3200.00
c. Gradall \$80 per hour x 3=	\$240.00
d. Grader \$80 per hour x3=	\$240.00
e. Dump truck \$80 per hour x 3=	\$240.00
f. Double drum roller\$80 per hour x 3=	\$240.00
g. Labor Foreman \$35 per hour x 3=	\$105.00
h. Equip Operator x 3 31 per hour x 9=	\$279.00
I. Labor x2\$28 per hour x 6=	\$168.00
Total	\$5,512.00
Total cost on all road repairs	\$20,029.00
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JOB NO. 23-1284

SEPTEMBER 2023

Fall 2023

Grant Applicants with Totals:

	Requested:	Awarded:
 Accompanied by Gods Love (AGL) Pre-promotion & Advertising – Women's Conference 	<u>\$4,600</u>	<u>\$1,000</u>
2. Edison Plaza Museum Pre-promotion & Advertising – Edison Museum	<u>\$554</u>	<u>\$554</u>
3. Magnolia Garden Club, Inc. Transportation to and from hotel for 2024 POP 201 Flower Show	<u>\$895</u>	<u>\$895</u>
4. Southeast Texas Baseball Academy Bid Fee – Baseball Tournaments	<u>\$30,911</u>	<u>\$30,911</u>
5. Lion Hearted Bid Fee – Boxing Tournament	<u>\$10,000</u>	<u>Tabled</u>
6. Beaumont Heritage Society Pre-promotion & Advertising – John Jay French Museum	<u>\$4,962.87</u>	<u>\$2,500</u>
7. Lamar State College Port Arthur Pre-promotion & Advertising – Sabine Showdown Golf Tournam	\$1,750 nent	<u>\$1,750</u>
8. Streetz Dance Convention Pre-promotion & Advertising – Dance Convention	<u>\$5,000</u>	<u>\$4,000</u>

		Requested:	Awarded:
9. Pre-pr	Downtown Beaumont Cultural Arts District romotion & Advertising – DBCAD	<u>\$1,000</u>	<u>\$1,000</u>
10. Pre-pr	Southeast Texas Arts Council romotion & Advertising – Printing of 'Off Ramp' Publication	<u>\$8,000</u>	<u>Tabled</u>
11. Pre-pr	Equipping Educational Equality romotion & Advertising – Youth Explosion 2024	<u>\$6,300</u>	<u>Tabled</u>
12.	Ford Park romotion & Advertising – Facility Marketing	<u>\$92,000</u>	<u>\$92,000</u>
13. Beach	Beaumont Botanical Gardens /Park on Waterway Funding – Beaumont Botanical Gardens	<u>\$19,265</u>	<u>\$15,000</u>
14. Pre-pr	Beaumont Children's Museum romotion & Advertising – Beaumont Children's Museum	<u>\$5,460</u>	<u>\$4,400</u>
15. Pre-pr	Texas Energy Museum romotion & Advertising – Energy Museum	<u>\$1,300</u>	<u>\$1,300</u>
16. Pre-pr	Port Arthur & Beaumont CVBs w/Ben J. Rogers V.C. romotion & Advertising – Co-op Trade Shows	<u>\$18,920</u>	<u>\$18,920</u>
17. Pre-pr	Jefferson County CVBs romotion & Advertising – Printing of RVGs	<u>\$94,226</u>	<u>\$94,226</u>

		Requested:	Awarded:		
18.	City of Port Arthur	<u>\$25,000</u>	<u>\$25,000</u>		
Beach	n/Park on Waterway Funding – Pleasure Island				
19.	Art Museum of Southeast Texas	<u>\$15,568</u>	<u>\$7,500</u>		
Pre-p	romotion & Advertising – Spring/Summer 2024 Exhibition				
20.	Port Arthur Historical Society DBA Museum of the Gulf Coast	<u>\$10,800</u>	<u>\$10,800</u>		
Pre-p	romotion & Advertising – Online Radio				
21.	City of Beaumont Convention & Visitors Bureau	<u>\$40,000</u>	<u>\$40,000</u>		
Beach	n/Park on Waterway Funding – Cattail Marsh				
22.	Port Neches Chamber of Commerce	<u>\$51,615</u>	<u>\$15,000</u>		
Pre-p	romotion & Advertising – 2024 Riverfest				
23.	Gulf Coast Youth Soccer Club	<u>\$3,500</u>	<u>\$3,500</u>		
Pre-pr	romotion & Advertising – Soccer Tournament				
24.	Gulf Coast Youth Soccer Club	<u>\$3,500</u>	<u>\$3,500</u>		
Pre-pr	romotion & Advertising – Soccer Tournament				
25.	Neches River Festival	<u>\$4,802.04</u>	<u>\$4,802</u>		
Pre-pr	romotion and advertising – Neches River Festival				
Tot	als: (including Ford Park) \$459,92	28.91 <u>\$.</u>	378,558		
	* FORD PARK MARKETING FUNDS (See Pg. 2) DO NOT COME OUT OF HOT FUNDS THEY HAVE THEIR OWN BUDGETED LINE ITEM*				