

*Notice of Meeting and Agenda and Minutes  
September 19, 2016*

**SPECIAL, 9/19/2016 1:30:00 PM**

BE IT REMEMBERED that on September 19, 2016, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS**  
**September 19, 2016**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **19th day of September 2016** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

11:00 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.0725 for the purpose of receiving information regarding a matter that deliberation in open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

**INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three**

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

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**PURCHASING:**

1. Receive and file bids for (IFB 16-023/YS), Term Contract for Herbicides for Jack Brooks Regional Airport.

**SEE ATTACHMENTS ON PAGES 10 - 116**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Reject the sole bid received from TNT Capital, Ltd. for Invitation for Bid (IFB 16-021/JW), Sale of Land Located at Viterbo Road (Known as "Precinct No. 2 Rock Yard") in Jefferson County.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and approve award, execute, receive and file a Professional Services Agreement (PROF 16-028/JW), for a multi-year Master Agreement with Garver, LLC. for Airport Improvement Program (AIP) work for the Jack Brooks Regional Airport. This is in accordance with (RFQ 16-013/JW), Professional Engineering Services for the Jack Brooks Regional Airport.

**SEE ATTACHMENTS ON PAGES 117 - 129**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

4. Consider and approve budget transfer - Treasurer - additional cost for travel.

120-1017-415-5062	TRAVEL EXPENSE	\$200.00	
120-1017-415-4052	POSTAGE		\$200.00

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**SEE ATTACHMENTS ON PAGES 130 - 130**

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

5. Consider and approve budget transfer - District Clerk - additional cost for passport supplies.

120-2031-414-3078	OFFICE SUPPLIES	\$952.00	
120-2031-414-5062	TRAVEL EXPENSE		\$952.00

**SEE ATTACHMENTS ON PAGES 131 - 131**

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

6. Consider and approve budget transfer - Health & Welfare I - additional cost for burials.

120-5074-441-5006	BURIALS	\$18,000.00	
120-5074-441-1002	ASSISTANTS & CLERKS		\$18,000.00

**SEE ATTACHMENTS ON PAGES 132 - 132**

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

7. Consider and approve budget transfer - Port Arthur Maintenance - additional cost.

120-6084-416-5077	CONTRACTUAL SERVICE	\$5,100.00	
120-6084-416-1072	MAINTENANCE CREW		\$5,100.00

**SEE ATTACHMENTS ON PAGES 133 - 133**

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

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8. Consider and approve budget transfer – Marine Division – purchase two generators for boats.

865-3054-421-6018	POWER TOOLS & APPLIANCES	\$22,500.00	
865-3054-421-3037	GASOLINE		\$22,500.00

**SEE ATTACHMENTS ON PAGES 134 - 135**

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

9. Regular County Bills - check #424888 through checks #425203.

**SEE ATTACHMENTS ON PAGES 136 - 146**

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

**COUNTY COMMISSIONERS:**

10. Present Proclamation for National Recovery Month.

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

11. Consider and possibly approve an Amendment to Section IV.,  
 JEFFERSON COUNTY AMENDED UNIFORM TAX ABATEMENT  
 POLICY-2016

**SEE ATTACHMENTS ON PAGES 147 - 163**

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

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12. Consider, possibly approve Proclamation for the Julie Rogers ' Gift of Life' Program 2016 Ovarian & Breast Cancer Awareness Month.

**SEE ATTACHMENTS ON PAGES 164 - 165**

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

13. Consider and possibly approve a Resolution regarding funding for Indigent Criminal Defense.

**SEE ATTACHMENTS ON PAGES 166 - 166**

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

14. Consider, possibly approve and authorize the County Judge to execute a Community Agreement Memorandum of Understanding between Jefferson County, Texas and Region 5 Prevention Resource Center (PRC) of the Alcohol & Drug Abuse Council of Deep East Texas.

**SEE ATTACHMENTS ON PAGES 167 - 168**

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

15. Consider, possibly approve and authorize the County Judge to execute a Texas Traffic Safety Program Grant Agreement between Jefferson County, TX and the Texas Department of Transportation (STEP Grant), Identification No. 17460002912052, for the period of 10/1/2016 to 9/31/2017

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

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## **COUNTY TAX ASSESSOR-COLLECTOR:**

16. Consider, possibly approve and authorize the County Judge to execute a Response to the Historic Landmark Commission of the City of Beaumont in favor of demolition of existing house at 2439 Broadway Avenue, Beaumont, TX.

**SEE ATTACHMENTS ON PAGES 169 - 171**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

17. Consider and possibly approve a Resolution in Opposition to Appraisal Caps and Revenue Caps.

**SEE ATTACHMENTS ON PAGES 172 - 173**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **ENGINEERING:**

18. Consider and authorize the County Judge to execute, receive, and file Landowner's Signature required as legal representative for Jefferson County on the Archaeological Assessment Survey, for compliance to Federal Energy Regulatory Commission guidelines on the Texas Historical Commission Antiquities Permit Application Form. This project is located in Precinct 2 near Jack Brooks Regional Airport and Hwy 365.

**SEE ATTACHMENTS ON PAGES 174 - 184**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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19. Execute, receive and file Utility Permit 08-U-16 to Trinity Bay Conservation District for installation of a 6' PVC water line from Highway 73 to approximately 450 feet north of Rollins Road. Project is located in Precinct No. 3.

**SEE ATTACHMENTS ON PAGES 185 - 201**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**SHERIFF'S DEPARTMENT:**

20. Please consider and approve acceptance, Pursuant to Sec. 81.032 of the Texas Local Government Code, of a donation to the Sheriff's Department from Buna ISD Elementary School to be deposited in the Law Officer Training Grant fund in memory of Chadd Daniel Burke. The Department will use the money received for life saving equipment (flotation devices and ropes) for patrol vehicles. The amount of the donation is \$637.00.

**SEE ATTACHMENTS ON PAGES 202 - 203**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

21. Please consider and approve acceptance, Pursuant to Sec. 81.032 of the Texas Local Government Code, of a donation to the Sheriff's Department from Dan and Dana Burke to be deposited in the Law Officer Training Grant fund in memory of Chadd Daniel Burke. The Department will use the money received for life saving equipment (flotation devices and ropes) for patrol vehicles. The amount of the donation is \$5,600.00.

**SEE ATTACHMENTS ON PAGES 204 - 205**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

**ADDENDUMS**

*Notice of Meeting and Agenda and Minutes*  
*September 19, 2016*

**DISTRICT ATTORNEY:**

22. 11:00 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.0725 for the purpose of receiving information regarding a matter that deliberation in open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

**Action: NONE**

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**Jeff R. Branick**  
**County Judge**



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
***Deborah L. Clark, Purchasing Agent***

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

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

August 15, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-023/YS, Herbicides for Jack Brooks Regional Airport. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

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

**BID NAME:** Term Contract for Herbicides for Jack Brooks Regional Airport  
**BID NO:** IFB 16-023/YS  
**DUE DATE/TIME:** 11:00 AM CDT, Tuesday, September 13, 2016  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

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

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

A handwritten signature in black ink that reads "Deborah L. Clark".

Deborah L. Clark, Purchasing Agent

Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – August 17, 2016 & August 24, 2016

**IFB 16-023/YS**  
**Term Contract for Herbicides for Jack Brooks Regional Airport**  
**Bids due: 11:00 AM CDT, Tuesday, September 13, 2016**

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**BID SUBMISSIONS:** Bidder is responsible for submitting (1) one original completed copy of this bid specifications packet in its entirety (all pages of this packet), and two (2) copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a bid being declared as non-responsive.

<http://www.co.jefferson.tx.us/purchasing/main.htm>

## Instructions to Bidders

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### 1. Bid Submission

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

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

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

**All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.**

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

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

### 2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

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

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

### 3. Courthouse Security

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

### 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

## 5. Signatures

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

## 6. County Holidays – 2016:

January 1	Friday	New Year's Day
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
March 25	Friday	Good Friday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
November 11	Friday	Veterans Day
November 24 & 25	Thursday & Friday	Thanksgiving
December 26-27	Monday & Tuesday	Christmas

## 7. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

## 8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

## 9. Award

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

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to

assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

#### **10. Contract**

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

#### **11. Waiver of Subrogation**

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

#### **12. Fiscal Funding**

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

#### **13. Bid Results**

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

#### **14. Changes and Addenda to Bid Documents**

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

#### **15. Specifications**

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

#### **16. Delivery**

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

**17. Interpretation of Bid and/or Contract Documents**

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

**18. Currency**

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

**19. Pricing**

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

**20. Notice to Proceed/Purchase Order**

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

**21. Certification**

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

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

**22. Definitions**

"County" – Jefferson County, Texas.

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

**23. Minority-Women Business Enterprise Participation**

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

## General Conditions of Bidding and Terms of Contract

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

### 1. Bidding

- 1.1 **Bids.** All bids must be submitted on the bid form furnished in this package.
- 1.2 **Authorized Signatures.** The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.
- 1.3 **Late Bids.** Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.
- 1.4 **Withdrawal of Bids Prior to Bid Opening.** A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.
- 1.5 **Withdrawal of Bids after Bid Opening.** Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.
- 1.6 **Bid Amounts.** Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.
- 1.7 **Exceptions and/or Substitutions.** All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.
- 1.8 **Alternates.** The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.
- 1.9 **Descriptions.** Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.
- 1.10 **Bid Alterations.** Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
- 1.11 **Tax Exempt Status.** Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.
- 1.12 **Quantities.** Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.
- 1.13 **Bid Award.** Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

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

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

## 2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department reserves the right to contact any bidder, at any time, to clarify, verify or require information with regard to this bid.

### **3. Purchase Orders and Payment**

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

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

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

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

### **4. Contract**

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

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

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

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

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

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

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

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

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

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

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

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

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

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

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

**Bidder is responsible for submitting (1) one original completed copy of this bid specifications packet in its entirety (all pages of this packet), and two (2) copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.**

Vendor shall use an opaque envelope, clearly indicating on the outside the **Bid Number, Bid Description, and marked "SEALED BID"**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

### 2. Vendor Registration: SAM (System for Award Management).

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

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

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

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires all awarded vendors to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. Awarded Vendors must visit the TEC website link below, 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.

**At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:**

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

**FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)**

### 4. Multiple Vendor Award

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

### 5. Delivery

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

## 6. Payment

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

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

**Invoices shall be submitted to:** Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7<sup>th</sup> floor, Beaumont, TX 77701.

## 7. Usage Reports

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

## 8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

### Minimum Insurance Requirements

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00

#### Property Insurance (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 attached)
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## 9. Workers' Compensation Insurance

### 9.1 Definitions:

- 9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

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

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

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

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

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

- 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
- 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

IFB 16-023/YS, Term Contract for Herbicides for Jack Brooks Regional Airport

- 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
- 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us) (e-mail: [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us); phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 16-023/YS.

### Scope

Vendor shall provide Herbicides for Jack Brooks Regional Airport subject to the terms and conditions stated for an initial period **beginning on or about Date of Award**. All products must be approved for use in the State of Texas.

Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

Prices quoted shall be F.O.B. Jack Brooks Regional Airport, 4875 Parker Drive, Beaumont, TX, 77705. Bidder bears freight charges. All prices must be written in ink or typewritten.

The basis of the award will be the unit prices quoted. The County reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds.

The County reserves the right to make the award to one (1) successful bidder or per line item.

Purchase orders for insecticides, herbicides, and adjuvants will be released to the successful bidder(s) **on an as-needed basis**. **MINIMUM ORDERS ARE NOT ACCEPTABLE**.

Refer questions of a commercial nature to Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us) and questions of a technical nature to Duke Youmans, Southeast Texas Regional Airport, at 409-719-4900.

A price re-determination may be considered by Jefferson County only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. 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.

### Usage

Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **MINIMUM ORDERS ARE NOT ACCEPTABLE**.

### Contract

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

The County reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds. The brand name references are for description only, and are not intended to exclude other herbicides of **equal quality**. Bidders desiring to substitute items may do so provided brand name is **indicated on Bid Form**. Change of container size may disqualify bid. Dilution ratio will be a factor in award of chemicals.

**Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.**

Item	Description	Unit of Measure
1	<b>POLARIS</b> – to Isopropylamine salt of imazaphyr	2.5 gal. 5 gal. cube
2	<b>Tordon 101</b> – to contain 10.2% 4-amino3, 5,6-trichloropicolinic acid (picloram), tri-isopropanolamine salt 39.6% 2,4-Dichlorophenoxyacetic acid, tri-isopropanolomiane salt. 2.5	2.5 gal. container
3	<b>Roundup herbicide</b> or equivalent – to contain 41.0% by weight Isopropylamine Salt of Glyphosate	2.5 gal. 5 gal. cube
4	<b>Nalco Trol II</b> or equivalent – water soluble spray drift control agent	Case
5	<b>Krovar I DF</b> or equivalent – to contain 40% bromacil, 40% diuron	Case
6	<b>Oust Extra</b> or equivalent – to contain 56.25% sulfometuron methyl, 15% metsulfuron methyl	4 lb. container
7	<b>Surfactant</b> or equivalent – to contain 90% active ingredient (excluding alcohols, fatty acids, oils, ethylene glycol or diethylene glycol), a minimum of 80% surfactant load, possess an HLB (hydrophilic to lipophilic balance) ratio of 12 to 17, a maximum of 10% isopropyl alcohol, have a flash point greater than 200 degrees F., and contain an anti-foaming agent that will provide instantaneous foam breakdown when agitation ceases.	2.5 gal. container
8	<b>Plateau</b> or equivalent – ammonium salt of imazapic 23.6%.	2.5 gal. 5 gal. cube
9	<b>24-D</b> or equivalent – to contain 94% 2,4-dichlorophenol, 1.0% 2,6-dichlorophenol, 0.9% 4-chlorophenol, 0.5% 2-chlorophenol and 0.1% 2,4,6-trichlorophenol	2.5 gal. 5 gal. cube
10	<b>Garlon 4</b> or equivalent – to contain 61.6% triclopyr 2.5	2.5 gal. 5 gal. cube

## Bidder Information Form

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

**Bid Name & Number:** IFB 16-023/YS, Term Contract for Herbicides for Jack Brooks Regional Airport

**Bidder's Company/Business Name:** Crop Production Services, Inc.

**Bidder's TAX ID Number:** 04-3769161

**Contact Person:** AJ Thibodeaux      **Title:** Territory Manager

**Phone Number (with area code):** 281-987-9400

**Alternate Phone Number if available (with area code):** 713-705-9800

**Fax Number (with area code):** 281-987-8969

**Email Address:** aubrey.thibodeaux@cpsagu.com

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

Address

City, State, Zip Code

## OFFER AND ACCEPTANCE FORM

# OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s):

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

Crop Production Services, Inc.

Company Name

13622 E Hardy Road

**Address**

Houston TX 77039

City \_\_\_\_\_ State \_\_\_\_\_

85

Signature of Person Authorized to Sign

Tim Smith

Printed Name

## Region Manager

---

**Title**

For clarification of this offer, contact:

Name \_\_\_\_\_

**713-705-9800**

281-987-8969

Phone

Fax

[aubrey.thibodeaux@cpsagu.com](mailto:aubrey.thibodeaux@cpsagu.com)

E-mail

## Acceptance of Offer

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The Offer is hereby accepted for the following items: Term Contract for Herbicides for Jack Brooks Regional Airport. 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 16-023/YS, Term Contract for Herbicides for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

---

Jeff R. Branick  
County Judge

---

Date

**Attest:**

---

Carolyn L. Guidry  
County Clerk

**Bidder Shall Return Completed Form with Offer.**

## Bid Form

Bidders shall attach to bid blank a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

Item	Description	Container Size	Brand bid	MSDS Labels Attached	Price per Container
1A	POLARIS or equivalent	2.5 gal.	Polaris	Y	\$ 128.60
1B	POLARIS or equivalent	5 gal. <del>cube</del>	Polaris	Y	\$ 257.20
2	Tordon 101 or equivalent	2.5 gal	Tordon 101	Y	\$ 94.43
3A	Roundup or equivalent	2.5 gal	IMAKA3ee	Y	\$ 35.48
3A	Roundup or equivalent	5 gal. <del>cube</del>	IMAKA3ee	Y	\$ 70.96
4	Nalco Trol II or equivalent	Case	Poly Control	Y	\$ 108.00
5	Krovar I DF or equivalent	Case	Krovar 101	Y	\$ 528.00
6	Oust Extra or equivalent	4 lb.	Oust Extra	Y	\$ 139.96
7	Sufactant or equivalent	2.5 gal.	Brewed 90	Y	\$ 25.00
8A	Plateau or equivalent	1 <del>gal</del>	Plateau	Y	\$ 120.00
8B	Plateau or equivalent	5 gal. cube	Plateau	Y	\$ 600.00
9A	24-D or equivalent	2.5 gal	PhaToon	Y	\$ 27.53
9B	24-D or equivalent	5 gal. <del>cube</del>	PhaToon	Y	\$ 55.05
10A	Garlon 4 or equivalent	2.5 gal	Garlon 4	Y	\$ 130.83
10B	Garlon 4 or equivalent	5 gal. <del>cube</del>	Garlon 4	Y	\$ 261.66

### Acknowledgment of Addenda (if any):

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Vendor References

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

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Signature Page

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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.

Crop Production Services, Inc.

Bidder (Entity Name)



Signature

13622 E Hardy Road

Street & Mailing Address

Tim Smith

Print Name

Houston, TX 77039

City, State & Zip

8/25/2016

Date Signed

281-987-9400

Telephone Number

281-987-8969

Fax Number

[aubrey.thibodeaux@cpsagu.com](mailto:aubrey.thibodeaux@cpsagu.com)

E-mail Address

**Bidder Shall Return Completed Form with Offer.**

## Conflict of Interest Questionnaire

N/A

**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.

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

Yes       No

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

**4**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 8/7/2015

**Bidder Shall Return Completed Form with Offer.**

N/A

**Local Government Officer**  
**Conflicts Disclosure Statement - OFFICE USE ONLY**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		
<p><b>1</b> Name of Local Government Officer</p>		<b>OFFICE USE ONLY</b>
<p><b>2</b> Office Held</p>		Date Received
<p><b>3</b> Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>		
<p><b>4</b> Description of the nature and extent of employment or other business relationship with vendor named in item 3</p>		
<p><b>5</b> List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>		
<p><b>6</b> <b>AFFIDAVIT</b></p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right;">_____ Signature of Local Government Officer</p>		
<p><b>AFFIX NOTARY STAMP / SEAL ABOVE</b></p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day  of _____, 20 _____. to certify which, witness my hand and seal of office.</p>		
<p>Signature of officer administering oath</p>		<p>Printed name of officer administering oath</p>
<p>Title of officer administering oath</p>		

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

***This information must be submitted with your bid.***

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

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

### Did the Prime Contractor/Consultant . . .

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

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

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

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

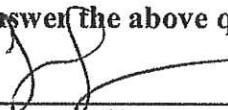
Yes  No 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

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

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

Tim Smith

Printed Name of Authorized Representative



Signature

Region Manager

Title

8/25/2016

Date

**Bidder Shall Return Completed Form with Offer.**

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

***This information must be submitted with your bid.***

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

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

Contractor Name: \_\_\_\_\_ HUB:  Yes  No

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

\_\_\_\_\_  
 Printed Name of Contractor Representative

\_\_\_\_\_  
 Signature of Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name of HUB

\_\_\_\_\_  
 Signature of Representative

\_\_\_\_\_  
 Date

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

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

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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PAGE 1 OF 4

***This information must be submitted with your bid.***

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

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

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

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

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

---

**FOR HUB OFFICE USE ONLY:**

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

---

**PART I. HUB SUCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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PAGE 2 OF 4

### HUB SUBCONTRACTOR DISCLOSURE

**PART I: Continuation Sheet**
**(Duplicate as Needed)**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 3 OF 4**

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

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

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

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

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

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

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Residence Certification/Tax Form

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

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

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

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

Taxpayer Identification Number (T.I.N.):	04-3769161
Company Name submitting bid/proposal:	Crop Production Services, Inc.
Mailing address:	13622 E. Hardy Road, Houston, TX 77039
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

**Bidder Shall Return Completed Form with Offer.**

## Bid Affidavit

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

STATE OF Arkansas

COUNTY OF Dres

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

"I, Tim Smith am a duly authorized officer of/agent  
(name)  
for Crop Production Services, Inc. and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Crop Production Services, Inc..  
(name of firm)

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

Name and address of bidder: Crop Production Services, Inc.

13622 E. Hardy Houston, TX 77039

Fax: 281-987-8969 Telephone# 713-705-9800

by: Tim Smith Title: Region Manager  
(print name)

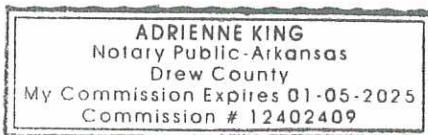
Signature: 

SUBSCRIBED AND SWORN to before me by the above-named

Tim Smith on

this the 26<sup>th</sup> day of August, 2016.

Adrienne King  
Notary Public in and for  
the State of Arkansas



**Bidder Shall Return Completed Form with Offer.**

13622 E. Hardy Rd  
Houston, TX 77039

USPS

NOTICE: Service is suspended until further notice or until the US Postal Service receives final payment of liability. Where delivered to the recipient, where suspended from the US in accordance with the Uniform Arbitration Act and certain provisions of the Federal Arbitration Act, this notice is effective when the recipient receives it.

USPS 0616

9405 5102 0082 9132 4358 34



USPS TRACKING #

BEAUMONT TX 7701

1149 PEARL ST 1ST FLOOR

JEFFERSON COUNTY PURCHASING DEPT

SHIP TO:

Shipped using PostaMail®  
PMG:115407

0004

PRIORITY MAIL 2-DAY

13622 E HARDY ROAD  
HOUSTON TX 77039

US POSTAGE AND FEES PAID  
PRIORITY MAIL  
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**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

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

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

August 15, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-023/YS, Herbicides for Jack Brooks Regional Airport. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

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

**BID NAME:** Term Contract for Herbicides for Jack Brooks Regional Airport  
**BID NO:** IFB 16-023/YS  
**DUE DATE/TIME:** 11:00 AM CDT, Tuesday, September 13, 2016  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

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

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

A handwritten signature in black ink that reads "Deborah L. Clark".

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – August 17, 2016 & August 24, 2016

**IFB 16-023/YS**  
**Term Contract for Herbicides for Jack Brooks Regional Airport**  
**Bids due: 11:00 AM CDT, Tuesday, September 13, 2016**

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**BID SUBMISSIONS:** Bidder is responsible for submitting (1) one original completed copy of this bid specifications packet in its entirety (all pages of this packet), and two (2) copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a bid being declared as non-responsive.

<http://www.co.jefferson.tx.us/purchasing/main.htm>

## Instructions to Bidders

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### 1. Bid Submission

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

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

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

**All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.**

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

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

### 2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

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

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

### 3. Courthouse Security

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

### 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

## 5. Signatures

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

## 6. County Holidays – 2016:

January 1	Friday	New Year's Day
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
March 25	Friday	Good Friday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
November 11	Friday	Veterans Day
November 24 & 25	Thursday & Friday	Thanksgiving
December 26-27	Monday & Tuesday	Christmas

## 7. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

## 8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

## 9. Award

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

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to

assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

#### **10. Contract**

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

#### **11. Waiver of Subrogation**

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

#### **12. Fiscal Funding**

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

#### **13. Bid Results**

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

#### **14. Changes and Addenda to Bid Documents**

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

#### **15. Specifications**

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

#### **16. Delivery**

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

**17. Interpretation of Bid and/or Contract Documents**

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

**18. Currency**

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

**19. Pricing**

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

**20. Notice to Proceed/Purchase Order**

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

**21. Certification**

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

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

**22. Definitions**

"County" – Jefferson County, Texas.

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

**23. Minority-Women Business Enterprise Participation**

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

## General Conditions of Bidding and Terms of Contract

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

**1.13 Bid Award.** Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

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

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

## 2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

### 3. Purchase Orders and Payment

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

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

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

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

### 4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

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

**Bidder is responsible for submitting (1) one original completed copy of this bid specifications packet in its entirety (all pages of this packet), and two (2) copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.**

Vendor shall use an opaque envelope, clearly indicating on the outside the **Bid Number, Bid Description, and marked “SEALED BID”**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

### 2. Vendor Registration: SAM (System for Award Management).

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

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

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

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, 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.

**At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:**

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

**FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)**

### 4. Multiple Vendor Award

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

### 5. Delivery

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

## 6. Payment

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

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

**Invoices shall be submitted to:** Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7<sup>th</sup> floor, Beaumont, TX 77701.

## 7. Usage Reports

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

## 8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

### Minimum Insurance Requirements

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00

#### Property Insurance (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 attached)
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## 9. Workers' Compensation Insurance

### 9.1 Definitions:

- 9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

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

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

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

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

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

- 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
- 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

- 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
- 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us) (e-mail: [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us); phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 16-023/YS.

### Scope

Vendor shall provide Herbicides for Jack Brooks Regional Airport subject to the terms and conditions stated for an initial period **beginning on or about Date of Award**. All products must be approved for use in the State of Texas.

Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

Prices quoted shall be F.O.B. Jack Brooks Regional Airport, 4875 Parker Drive, Beaumont, TX, 77705. Bidder bears freight charges. All prices must be written in ink or typewritten.

The basis of the award will be the unit prices quoted. The County reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds.

The County reserves the right to make the award to one (1) successful bidder or per line item.

Purchase orders for insecticides, herbicides, and adjuvants will be released to the successful bidder(s) **on an as-needed basis. MINIMUM ORDERS ARE NOT ACCEPTABLE.**

Refer questions of a commercial nature to Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us) and questions of a technical nature to Duke Youmans, Southeast Texas Regional Airport, at 409-719-4900.

A price re-determination may be considered by Jefferson County only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. 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.

### Usage

Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **MINIMUM ORDERS ARE NOT ACCEPTABLE.**

### Contract

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

The County reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds. The brand name references are for description only, and are not intended to exclude other herbicides of **equal quality**. Bidders desiring to substitute items may do so provided brand name is **indicated on Bid Form**. Change of container size may disqualify bid. Dilution ratio will be a factor in award of chemicals.

**Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.**

Item	Description	Unit of Measure
1	<b>POLARIS</b> – to Isopropylamine salt of imazaphyr	2.5 gal. 5 gal. cube
2	<b>Tordon 101</b> – to contain 10.2% 4-amino3, 5,6-trichloropicolinic acid (picloram), tri-isopropanolamine salt 39.6% 2,4-Dichlorophenoxyacetic acid, tri-isopropanolomiane salt. 2.5	2.5 gal. container
3	<b>Roundup herbicide</b> or equivalent – to contain 41.0% by weight Isopropylamine Salt of Glyphosate	2.5 gal. 5 gal. cube
4	<b>Nalco Trol II</b> or equivalent – water soluble spray drift control agent	Case
5	<b>Krovar I DF</b> or equivalent – to contain 40% bromacil, 40% diuron	Case
6	<b>Oust Extra</b> or equivalent – to contain 56.25% sulfometuron methyl, 15% metsulfuron methyl	4 lb. container
7	<b>Surfactant</b> or equivalent – to contain 90% active ingredient (excluding alcohols, fatty acids, oils, ethylene glycol or diethylene glycol), a minimum of 80% surfactant load, possess an HLB (hydrophilic to lipophilic balance) ratio of 12 to 17, a maximum of 10% isopropyl alcohol, have a flash point greater than 200 degrees F., and contain an anti-foaming agent that will provide instantaneous foam breakdown when agitation ceases.	2.5 gal. container
8	<b>Plateau</b> or equivalent – ammonium salt of imazapic 23.6%.	2.5 gal. 5 gal. cube
9	<b>24-D</b> or equivalent – to contain 94% 2,4-dichlorophenol, 1.0% 2,6-dichlorophenol, 0.9% 4-chlorophenol, 0.5% 2-chlorophenol and 0.1% 2,4,6-trichlorophenol	2.5 gal. 5 gal. cube
10	<b>Garlon 4</b> or equivalent – to contain 61.6% triclopyr 2.5	2.5 gal. 5 gal. cube

## Bidder Information Form

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

**Bid Name & Number:** IFB 16-023/YS, Term Contract for Herbicides for Jack Brooks Regional Airport

**Bidder's Company/Business Name:** Red River Specialties, Inc.

**Bidder's TAX ID Number:** 72-1115450

**Contact Person:** Jesse Culbertson      **Title:** Bid Manager

**Phone Number (with area code):** 800-256-3344

**Alternate Phone Number if available (with area code):** 318-425-5944

**Fax Number (with area code):** 318-227-3032

**Email Address:** Bid.Clerk@rrsi.com

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

1324 North Hearne Avenue - Suite 120

Address

Shreveport, LA 71107

City, State, Zip Code

Area Sales Manager: Yancy Meguess Address: 748 East Highway 1406 Winnie, TX 77665 Phone: 409-781-7575 Email: <a href="mailto:Yancy.Meguess@rrsi.com">Yancy.Meguess@rrsi.com</a>	Bid Correspondence: Jesse Culbertson Address: 1324 North Hearne Avenue Suite 120 Shreveport, LA 71107 Phone: 318-425-5944 Email: <a href="mailto:Bid.Clerk@rrsi.com">Bid.Clerk@rrsi.com</a>	Orders: Tiffany Meguess Address: PO Box 931 Winnie, TX 77665 Phone: 409-296-4097 Fax: 409-296-3273 Email: <a href="mailto:Tiffany.Meguess@rrsi.com">Tiffany.Meguess@rrsi.com</a>
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*When ordering from this contract,  
please reference:  
**Price File #1176***

## 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): N/A, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

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

Red River Specialties, Inc. \_\_\_\_\_  
Company Name

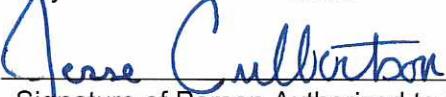
For clarification of this offer, contact:

1324 North Hearne Avenue - Suite 120 \_\_\_\_\_  
Address

Jesse Culbertson \_\_\_\_\_  
Name

Shreveport \_\_\_\_\_ LA \_\_\_\_\_ 71107 \_\_\_\_\_  
City State Zip

318-425-5944 \_\_\_\_\_ 318-227-3032 \_\_\_\_\_  
Phone Fax

 \_\_\_\_\_  
Signature of Person Authorized to Sign

Bid.Clerk@rrsi.com \_\_\_\_\_  
E-mail

Jesse Culbertson \_\_\_\_\_  
Printed Name

Bid Manager \_\_\_\_\_  
Title

**Bidder Shall Return Completed Form with Offer.**

## Acceptance of Offer

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The Offer is hereby accepted for the following items: Term Contract for Herbicides for Jack Brooks Regional Airport. 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 16-023/YS, Term Contract for Herbicides for Jack Brooks Regional Airport. 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:**

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Jeff R. Branick  
County Judge

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Date

**Attest:**

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Carolyn L. Guidry  
County Clerk

**Bidder Shall Return Completed Form with Offer.**

## Bid Form

Bidders shall attach to bid blank a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

Item	Description	Container Size	Brand bid	MSDS Labels Attached	Price per Container
1A	<b>POLARIS</b> or equivalent	2.5 gal.	Arsenal Herbicide	Yes	\$145.00
1B	<b>POLARIS</b> or equivalent	5 gal. cube	Arsenal Herbicide	Yes	\$290.00
2	<b>Tordon 101</b> or equivalent	2.5 gal	Tordon 101 M	Yes	\$120.00
3A	<b>Roundup</b> or equivalent	2.5 gal	Ranger Pro	Yes	\$29.10
3A	<b>Roundup</b> or equivalent	5 gal. cube			\$No Bid
4	<b>Nalco Trol II</b> or equivalent	Case	Elite Secure Ultra	Yes	\$147.60
5	<b>Krovar I DF</b> or equivalent	Case	DB40	Yes	\$420.00
6	<b>Oust Extra</b> or equivalent	4 lb.	SFM Plus	Yes	\$120.00
7	<b>Sufactant</b> or equivalent	2.5 gal.	RRSI NIS	Yes	\$25.00
8A	<b>Plateau</b> or equivalent	2.5 gal	Plateau	Yes	\$337.50
8B	<b>Plateau</b> or equivalent	5 gal. cube	Plateau	Yes	\$675.00
9A	<b>24-D</b> or equivalent	2.5 gal	Weedar 64	Yes	\$30.00
9B	<b>24-D</b> or equivalent	5 gal. cube			\$No Bid
10A	<b>Garlon 4</b> or equivalent	2.5 gal	Garlon 4 Ultra	Yes	\$125.00
10B	<b>Garlon 4</b> or equivalent	5 gal. cube			\$No Bid

12x1qts / case

8x6lbs / case

### Acknowledgment of Addenda (if any):

Addendum 1 N/A Date Received \_\_\_\_\_

*When ordering from this contract,  
please reference:  
**Price File #1176***

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Vendor References

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

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE

Government/Company Name: State of Louisiana

Address: PO Box 94095 | Baton Rouge, LA 70804-9095

Contact Person and Title: Latoya Johnson - Buyer

Phone: 225-342-8023 Fax: Email: latoya.johnson@la.gov

Contract Period: Pre 1989 Scope of Work: Sales of herbicides/pesticides

### REFERENCE TWO

Government/Company Name: State of Oklahoma

Address: PO Box 528803 | Ada, OK 73152-8803

Contact Person and Title: Lisa Bradley - Contracting Officer

Phone: 405-522-4480 Fax: Email: Lisa\_Bradley@dcs.state.ok.us

Contract Period: Pre 1989 Scope of Work: Sales of herbicides/pesticides

### REFERENCE THREE

Government/Company Name: Angleton Drainage District

Address: PO Box 2469 | Angleton, TX 77516

Contact Person and Title: Glenn Kerns

Phone: 918-421-4691 Fax: \_\_\_\_\_

Contract Period: Pre 2000 Scope of Work: Sales of herbicides/pesticides

**Bidder Shall Return Completed Form with Offer.**

## Signature Page

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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

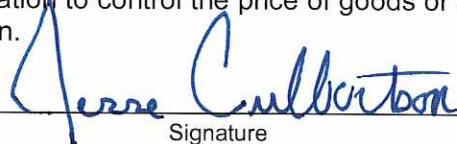
This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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.

Red River Specialties, Inc.

Bidder (Entity Name)



Signature

1324 North Hearne Avenue - Suite 120

Street & Mailing Address

Jesse Culbertson

Print Name

Shreveport, LA 71107

City, State & Zip

09/12/2016

Date Signed

318-425-5944

Telephone Number

318-227-3032

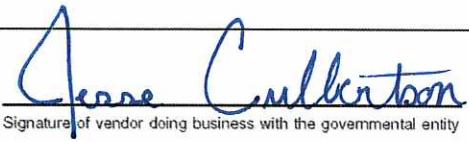
Fax Number

Bid.Clerk@rrsi.com

E-mail Address

**Bidder Shall Return Completed Form with Offer.**

## Conflict of Interest Questionnaire

<b>CONFFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>	
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). 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.</p>			
<p><b>1</b> <input type="checkbox"/> Name of vendor who has a business relationship with local governmental entity.</p> <p>Red River Specialties, Inc. - Jesse Culbertson (Bid Manager)</p>	<p style="text-align: center;"><b>OFFICE USE ONLY</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Date Received</td> </tr> </table>		Date Received
Date Received			
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>			
<p><b>3</b> <input type="checkbox"/> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">Purchasing Department</p> <hr style="width: 100px; margin: 0 auto;"/> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>			
<p><b>4</b>  Signature of vendor doing business with the governmental entity</p>	<p style="text-align: center;">09/12/2016</p> <hr style="width: 100px; margin: 0 auto;"/> <p style="text-align: center;">Date</p>		

Adopted 8/7/2015

**Bidder Shall Return Completed Form with Offer.**

**Local Government Officer**  
**Conflicts Disclosure Statement - OFFICE USE ONLY**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		
<p><b>1</b> Name of Local Government Officer</p> <p><b>2</b> Office Held</p> <p><b>3</b> Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p> <p><b>4</b> Description of the nature and extent of employment or other business relationship with vendor named in item 3</p> <p><b>5</b> List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>		<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; padding: 5px; width: 150px; height: 150px; margin-bottom: 10px;"></div> Data Received
<p><b>6</b> <b>AFFIDAVIT</b></p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right;">_____ Signature of Local Government Officer</p> <p style="text-align: center;">AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day  of _____, 20_____, to certify which, witness my hand and seal of office</p> <p style="text-align: center;">_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p>		

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

***This information must be submitted with your bid.***

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

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

### Did the Prime Contractor/Consultant . . .

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

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

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

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

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

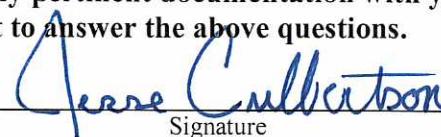
Yes  No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

**If “No” was selected, please explain and include any pertinent documentation with your bid.**

**If necessary, please use a separate sheet to answer the above questions.**

Jesse Culbertson

Printed Name of Authorized Representative

  
Signature

Bid Manager

Title

09/12/2016

Date

**Bidder Shall Return Completed Form with Offer.**

**\*NO SUBCONTRACTORS WILL BE USED FOR THE PERFORMANCE OF THIS CONTRACT\***

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

***This information must be submitted with your bid.***

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

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

Contractor Name: Red River Specialties, Inc. HUB:  Yes  No

Phone (with area code): 318-425-5944      Fax (with area code): 318-227-3032

Project Title & No.: JFB 16-023/YS - Term Contract for Herbicides for Jack Brooks Regional Airport

Prime Contract Amount: \$

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

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

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

**Description of Subcontract Work to be Performed:**

Jesse Culbertson

Printed Name of Contractor Representative

Signature of Representative

09/12/2016

Date

Printed Name of HUB

Signature of Representative

Date

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

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

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

---

PAGE 1 OF 4

***This information must be submitted with your bid.***

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

Prime Contractor: Red River Specialties, Inc. HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: 1324 North Hearne Avenue | Suite 120 | Shreveport, LA 71107  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (with area code): 318-425-5944 Fax (with area code): 318-227-3032

Project Title & No.: Term Contract for Herbicides for Jack Brooks IFB/RFP No.: IFB 16-023/YS

Total Contract: \$ \_\_\_\_\_ Regional Airport \_\_\_\_\_  
 Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE: 0% 12.6% WBE: 0%

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

---

**FOR HUB OFFICE USE ONLY:**

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

---

**PART I. HUB SUCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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PAGE 2 OF 4

### HUB SUBCONTRACTOR DISCLOSURE

**PART I: Continuation Sheet**
**(Duplicate as Needed)**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

---

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

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 3 OF 4**

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

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

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

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

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

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

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 4 OF 4**

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): Jesse Culbertson

Title: Bid Manager

Signature: Jesse Culbertson

Date: 09/12/2016

E-mail address: Bid.Clerk@rrsi.com

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

Name (print or type): Tiffany Meguess

Title: Customer Service Representative

Date: 09/12/2016

E-mail address: Tiffany.Meguess@rrsi.com

**Bidder Shall Return Completed Form with Offer.**

## Residence Certification/Tax Form

---

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

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

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

I certify that Red River Specialties, Inc. [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ Shreveport, Louisiana (city and state).

---

Taxpayer Identification Number (T.I.N.):	72-1115450
Company Name submitting bid/proposal:	Red River Specialties, Inc.
Mailing address:	1324 North Hearne Avenue   Suite 120   Shreveport, LA 71107
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

**Bidder Shall Return Completed Form with Offer.**

## Bid Affidavit

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

STATE OF Louisiana

COUNTY OF Caddo (Parish)

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

"I, Jesse Culbertson am a duly authorized officer of Red River Specialties, Inc. (name) for Red River Specialties, Inc. (name of firm) and have been duly authorized to execute the foregoing on behalf of the said Red River Specialties, Inc. (name of firm).

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

Name and address of bidder: Red River Specialties, Inc.

1324 North Hearne Avenue | Suite 120 | Shreveport, LA 71107

Fax: 318-227-3032 Telephone# 318-425-5944

by: Jesse Culbertson Title: Bid Manager  
(print name)

Signature: Jesse Culbertson

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

this the 12th day of September, 2016.

Kelley Fritz  
Notary Public in and for  
the State of Louisiana

KELLEY FRITZ  
NOTARY PUBLIC  
CADDOW PARISH - LOUISIANA  
COMMISSION IS FOR LIFE  
NOTARY ID# 61782

**Bidder Shall Return Completed Form with Offer.**



September 12, 2016

Jefferson County Purchasing Department  
1149 Pearl Street – 1<sup>st</sup> Floor  
Beaumont, TX 77701

Re: Evidence of Authorization

To whom it may concern:

This letter hereby authorizes Jesse Culbertson, a duly authorized agent of Red River Specialties, Inc., to execute the above referenced contract on behalf of Red River Specialties, Inc.

Kind regards,

A handwritten signature in black ink, appearing to read "Stephen M. Burt".

Stephen M. Burt  
President & CEO

1324 N HEARNE AVENUE • SUITE 120 • SHREVEPORT, LA 71107  
(318) 425-5944 • FAX (318) 227-3032

---

INDUSTRIAL • R O W • FORESTRY HERBICIDES



# CERTIFICATE OF LIABILITY INSURANCE

KODADIS-01 SPRAGUEAN

 DATE (MM/DD/YYYY)  
 11/13/2015

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

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

PRODUCER	CONTACT NAME: Willis Certificate Center	
	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: AIG Specialty Insurance Company	26883
	INSURER B: Commerce & Industry Insurance Company	19410
INSURED	INSURER C: Insurance Company of the State of Pennsylvania	19429
	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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	EG 13463636	11/15/2015	11/15/2016	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 25,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:  <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	OTHER:					BODILY INJURY (Per person)	\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	CA 2220619	11/15/2015	11/15/2016	BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	EGU 13463713	11/15/2015	11/15/2016	EACH OCCURRENCE	\$ 5,000,000
		0				AGGREGATE	\$ 5,000,000
						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	WC 017705097	11/15/2015	11/15/2016	<input checked="" type="checkbox"/> PER STATUTE	OTHE- R
		N / A				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Work Comp & Emp Liab		WC 017705098	11/15/2015	11/15/2016	See Attached	

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

RE: Contract 1FB 11-040/AW  
Additional Certificate Holder(s): Herbert Yarborough GMG Forest Investments PH Timber, LLC Ten Governors Timberland, LLC Wateree Holdings, LLC PFI TimberFund I Stonewall Timberlands, LLC Goodwood Virginia, LLC Wilford G. Cumbia Trust Alexander M. Avery, RF Larson & McGowin, Inc. P.O.Box 667 Marion, AL 36756. It is a condition of the General Liability, Auto Liability and Excess Liability that Jefferson County is hereby added as an Additional Insured only to the extent assumed by the insured under the written contract, subject to the policy terms, conditions, and exclusions.

## CERTIFICATE HOLDER

## CANCELLATION

Jefferson County Purchasing Department 1st Floor 1149 Pearl Street 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 

## ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
<b>POLICY TYPE:</b> Workers Compensation & Employers Liability <b>CARRIER:</b> Insurance Company of the State of Pennsylvania <b>POLICY TERM:</b> 11/15/2015 - 11/15/2016 <b>POLICY NUMBER:</b> WC 017705098	<b>Workers Compensation - Per Statute</b> <b>E.L. Each Accident:</b> \$1,000,000 <b>E.L. Disease - policy limit:</b> \$1,000,000 <b>E.L. Disease - each employee:</b> \$1,000,000
<b>POLICY TYPE:</b> Automobile Liability - MA <b>CARRIER:</b> Commerce & Industry Insurance Company <b>POLICY TERM:</b> 11/15/2015 - 11/15/2016 <b>POLICY NUMBER:</b> CA 222-06-20	<b>Any Auto</b> <b>Combined Single Limit</b> \$1,000,000

**Red River Specialities, Inc**  
1324 N. Hearne Ave., Ste 120  
Shreveport, LA 71107

Jefferson County  
ATTN: Purchasing Department  
1149 Pearl Street  
1<sup>st</sup> Floor  
Beaumont, TX 77701



*Sealed response to:*

**IFB #16-023/YS – Herbicide**

**Due 09/13/2016 @ 11:00 AM**

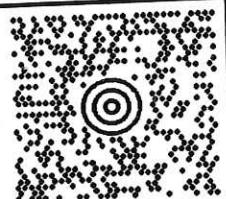
Print Label

JESSE CULBERTSON  
3184255944  
RED RIVER SPECIALTIES INC.  
1324 NORTH HEARNE AVENUE  
SHREVEPORT LA 71107

3 LBS PAK 1 OF 1

**SHIP TO:**  
IFB #16-023/YS - HERBICIDES  
4098358593  
JEFFERSON COUNTY PURCHASING DEPARTM  
1ST FLOOR  
1149 PEARL STREET  
**BEAUMONT TX 77701**

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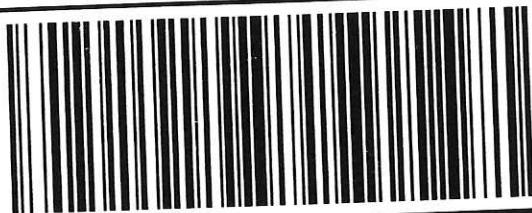


**TX 777 0-01**



**UPS NEXT DAY AIR EARLY 1+**

TRACKING #: 1Z 2R6 R07 15 9955 2089



BILLING: P/P

Reference No.1: 39000-25

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Page 1 of 1

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## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

### LEGAL NOTICE

#### Advertisement for Invitation for Bids

August 15, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-023/YS, Herbicides for Jack Brooks Regional Airport. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

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

BID NAME:	Term Contract for Herbicides for Jack Brooks Regional Airport
BID NO:	IFB 16-023/YS
DUE DATE/TIME:	11:00 AM CDT, Tuesday, September 13, 2016
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1 <sup>st</sup> Floor Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

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

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

A handwritten signature in black ink that reads "Deborah L. Clark".

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – August 17, 2016 & August 24, 2016

**IFB 16-023/YS**  
**Term Contract for Herbicides for Jack Brooks Regional Airport**  
**Bids due: 11:00 AM CDT, Tuesday, September 13, 2016**

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**BID SUBMISSIONS:** Bidder is responsible for submitting (1) one original completed copy of this bid specifications packet in its entirety (all pages of this packet), and two (2) copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a bid being declared as non-responsive.

<http://www.co.jefferson.tx.us/purchasing/main.htm>

## Instructions to Bidders

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### 1. Bid Submission

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

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

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

**All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.**

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

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

### 2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

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

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

### 3. Courthouse Security

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

### 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

## 5. Signatures

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

## 6. County Holidays – 2016:

January 1	Friday	New Year's Day
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
March 25	Friday	Good Friday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
November 11	Friday	Veterans Day
November 24 & 25	Thursday & Friday	Thanksgiving
December 26-27	Monday & Tuesday	Christmas

## 7. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

## 8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

## 9. Award

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

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to

assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

#### **10. Contract**

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

#### **11. Waiver of Subrogation**

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

#### **12. Fiscal Funding**

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

#### **13. Bid Results**

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

#### **14. Changes and Addenda to Bid Documents**

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

#### **15. Specifications**

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

#### **16. Delivery**

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

**17. Interpretation of Bid and/or Contract Documents**

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

**18. Currency**

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

**19. Pricing**

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

**20. Notice to Proceed/Purchase Order**

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

**21. Certification**

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

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

**22. Definitions**

"County" – Jefferson County, Texas.

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

**23. Minority-Women Business Enterprise Participation**

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

## General Conditions of Bidding and Terms of Contract

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

**1.13 Bid Award.** Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

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

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

## 2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department reserves the right to contact any bidder, at any time, to clarify, verify or require information with regard to this bid.

### 3. Purchase Orders and Payment

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

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

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

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

### 4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

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

**Bidder is responsible for submitting (1) one original completed copy of this bid specifications packet in its entirety (all pages of this packet), and two (2) copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.**

Vendor shall use an opaque envelope, clearly indicating on the outside the **Bid Number, Bid Description, and marked “SEALED BID”**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners’ Court.

### 2. Vendor Registration: SAM (System for Award Management).

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

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

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

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, 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.

**At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:**

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

**FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)**

### 4. Multiple Vendor Award

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

### 5. Delivery

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

## 6. Payment

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

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

**Invoices shall be submitted to:** Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7<sup>th</sup> floor, Beaumont, TX 77701.

## 7. Usage Reports

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

## 8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

### Minimum Insurance Requirements

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00

### Property Insurance (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 attached)
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## 9. Workers' Compensation Insurance

### 9.1 Definitions:

- 9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

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

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

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

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

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

- 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
- 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

- 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
- 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 9.9.6 Notify the governmental entity in writing by ~~certified~~ mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us) (e-mail: [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us); phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 16-023/YS.

### Scope

Vendor shall provide Herbicides for Jack Brooks Regional Airport subject to the terms and conditions stated for an initial period **beginning on or about Date of Award**. All products must be approved for use in the State of Texas.

Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

Prices quoted shall be F.O.B. Jack Brooks Regional Airport, 4875 Parker Drive, Beaumont, TX, 77705. Bidder bears freight charges. All prices must be written in ink or typewritten.

The basis of the award will be the unit prices quoted. The County reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds.

The County reserves the right to make the award to one (1) successful bidder or per line item.

Purchase orders for insecticides, herbicides, and adjuvants will be released to the successful bidder(s) **on an as-needed basis. MINIMUM ORDERS ARE NOT ACCEPTABLE.**

Refer questions of a commercial nature to Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us) and questions of a technical nature to Duke Youmans, Southeast Texas Regional Airport, at 409-719-4900.

A price re-determination may be considered by Jefferson County only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. 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.

### Usage

Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **MINIMUM ORDERS ARE NOT ACCEPTABLE.**

### Contract

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

The County reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds. The brand name references are for description only, and are not intended to exclude other herbicides of **equal quality**. Bidders desiring to substitute items may do so provided brand name is **indicated on Bid Form**. Change of container size may disqualify bid. Dilution ratio will be a factor in award of chemicals.

**Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.**

Item	Description	Unit of Measure
1	<b>POLARIS</b> – to Isopropylamine salt of imazaphyr	2.5 gal. 5 gal. cube
2	<b>Tordon 101</b> – to contain 10.2% 4-amino3, 5,6-trichloropicolinic acid (picloram), tri-isopropanolamine salt 39.6% 2,4-Dichlorophenoxyacetic acid, tri-isopropanolomiane salt. 2.5	2.5 gal. container
3	<b>Roundup herbicide</b> or equivalent – to contain 41.0% by weight Isopropylamine Salt of Glyphosate	2.5 gal. 5 gal. cube
4	<b>Nalco Trol II</b> or equivalent – water soluble spray drift control agent	Case
5	<b>Krovar I DF</b> or equivalent – to contain 40% bromacil, 40% diuron	Case
6	<b>Oust Extra</b> or equivalent – to contain 56.25% sulfometuron methyl, 15% metsulfuron methyl	4 lb. container
7	<b>Surfactant</b> or equivalent – to contain 90% active ingredient (excluding alcohols, fatty acids, oils, ethylene glycol or diethylene glycol), a minimum of 80% surfactant load, possess an HLB (hydrophilic to lipophilic balance) ratio of 12 to 17, a maximum of 10% isopropyl alcohol, have a flash point greater than 200 degrees F., and contain an anti-foaming agent that will provide instantaneous foam breakdown when agitation ceases.	2.5 gal. container
8	<b>Plateau</b> or equivalent – ammonium salt of imazapic 23.6%.	2.5 gal. 5 gal. cube
9	<b>24-D</b> or equivalent – to contain 94% 2,4-dichlorophenol, 1.0% 2,6-dichlorophenol, 0.9% 4-chlorophenol, 0.5% 2-chlorophenol and 0.1% 2,4,6-trichlorophenol	2.5 gal. 5 gal. cube
10	<b>Garlon 4</b> or equivalent – to contain 61.6% triclopyr 2.5	2.5 gal. 5 gal. cube

## Bidder Information Form

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

**Bid Name & Number:** IFB 16-023/YS, Term Contract for Herbicides for Jack Brooks Regional Airport

**Bidder's Company/Business Name:** SiteOne Landscape Supply

**Bidder's TAX ID Number:** 36-4485550

**Contact Person:** Molly Vorous / Bids Dept. **Title:** Sr. Bid Rep

**Phone Number (with area code):** (216) 706-9250 ex. 2550

**Alternate Phone Number if available (with area code):** (800) 321-5325 ex. 2550

**Fax Number (with area code):** (248) 581-1433

**Email Address:** bids@SiteOne.com

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

**Address** SiteOne Landscape Supply - Bids Dept.  
1385 East 36th Street  
Cleveland, Ohio 44114

**City, State, Zip Code**

## OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Company Name **SiteOne Landscape Supply**  
**1385 East 36th Street**  
**Cleveland, Ohio 44114**

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature of Person Authorized to Sign

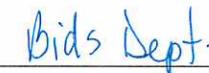
  
**Molly Vornas**

Printed Name

  
**Sr. Bid Rep**

Title

For clarification of this offer, contact:

  
**Bids Dept.**

Name \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

**[bids@SiteOne.com](mailto:bids@SiteOne.com)**

E-mail \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Acceptance of Offer

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The Offer is hereby accepted for the following items: Term Contract for Herbicides for Jack Brooks Regional Airport. 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 16-023/YS, Term Contract for Herbicides for Jack Brooks Regional Airport. 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:**

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Jeff R. Branick  
County Judge

Date

**Attest:**

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Carolyn L. Guidry  
County Clerk

**Bidder Shall Return Completed Form with Offer.**

## Bid Form

Bidders shall attach to bid blank a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

Item	Description	Container Size	Brand bid	MSDS Labels Attached	Price per Container
1A	POLARIS or equivalent	2.5 gal.	<u>NO BID</u>	\$	
1B	POLARIS or equivalent	5 gal. cube	<u>NO BID</u>	\$	
2	Tordon 101 or equivalent	2.5 gal	<u>NO BID</u>	\$	
3A	Roundup or equivalent	2.5 gal	#069289 Lesco Prosecutur Pro 2.5gal	Yes	\$ 47.13 /cont.
3A	Roundup or equivalent	5 gal. cube	#069289 Lesco Prosecutor Pro 2x2.5galcase	Yes	\$ 94.26 /case
4	Nalco Trol II or equivalent	Case	<u>NO BID</u>	\$	
5	Krovar I DF or equivalent	Case	<u>NO BID</u>	\$	
6	Oust Extra or equivalent	4 lb.	<u>NO BID</u>	\$	
7	Sufactant or equivalent	2.5 gal.	#191320 Lesco 90/10 non-ionic surfactant 2.5gal	Yes	\$ 35.80 /cont.
8A	Plateau or equivalent	2.5 gal	<u>NO BID</u>	\$	
8B	Plateau or equivalent	5 gal. cube	<u>NO BID</u>	\$	
9A	24-D or equivalent	2.5 gal			\$
9B	24-D or equivalent	5 gal. cube			\$
10A	Garlon 4 or equivalent	2.5 gal			\$
10B	Garlon 4 or equivalent	5 gal. cube	<u>NO BID</u>	\$	

### Acknowledgment of Addenda (if any):

Addendum 1 None Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Vendor References

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

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE

Government/Company Name: Please see attached

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## SITEONE LANDSCAPE SUPPLY REFERENCE PAGE

<b>1 Pinellas County</b> Company Name P.O. Box 2942 Street Address (727) 638-2645	Mike Guild Contact Person FL State Zip Telephone Fax Supply and deliver landscaping & Irrigation supplies Products or Services Purchased by the above Reference
	City Largo
	Zip 33779
	Email guildm@pcsb.org
Products or Services Purchased by the above Reference	
<b>2 East Baton Rouge – Recreation &amp; Park Commission</b> Company Name P.O. Box 15887 Street Address (225) 273-6421	Michelle McKee Contact Person LA State Zip Telephone Fax Supply and deliver landscaping supplies Products or Services Purchased by the above Reference
	City Baton Rouge
	Zip 70895
	Email mmckee@brec.org
Products or Services Purchased by the above Reference	
<b>3 City of Fort Walton Beach</b> Company Name 143 Hollywood Blvd. N.W. Fort Walton Beach Street Address (850) 833-9523	Paul Eubanks Contact Person FL State Zip Telephone Fax Supply and deliver landscaping & Irrigation supplies Products or Services Purchased by the above Reference
	City Fort Walton Beach
	Zip 32549
	Email peubanks@fwb.org
Products or Services Purchased by the above Reference	
<b>4 City of Sioux Falls</b> Company Name 224 West 9 <sup>th</sup> Street Street Address (605) 367-8013	Scott Rust Contact Person SD State Zip Telephone Fax Supply and deliver landscaping & Irrigation supplies Products or Services Purchased by the above Reference
	City Sioux Falls
	Zip 57104
	Email srust@siouxfalls.org
Products or Services Purchased by the above Reference	
<b>5 City of Roanoke</b> Company Name 1802 Courtland Rd., NE Street Address (540) 853-1513	Marcia Hammond Contact Person VA State Zip Telephone Fax Supply and deliver landscaping & Irrigation supplies Products or Services Purchased by the above Reference
	City Roanoke
	Zip 24014
	Email marcia.hammond@roanokeva.gov
Products or Services Purchased by the above Reference	

### Government Agencies That Your Firm Has Done Business With:

All the above

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## Signature Page

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

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

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

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

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

Bidder (Entity Name)  
**SiteOne Landscape Supply - Bids Dept.**  
**1385 East 36th Street**  
**Cleveland, Ohio 44111**

City, State & Zip

(800)321-5325 ex. 2550

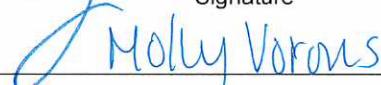
Telephone Number

**bids@SiteOne.com**

E-mail Address



Signature



Print Name

09-12-16

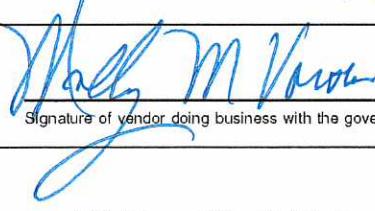
Date Signed

(248)581-1433

Fax Number

**Bidder Shall Return Completed Form with Offer.**

## Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b> <div style="border: 1px solid black; padding: 5px; width: 100%; height: 100%;"> <p>Date Received</p> </div>
<p><b>1</b> <input type="checkbox"/> Name of vendor who has a business relationship with local governmental entity.  <b>SiteOne Landscape Supply</b></p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> <input type="checkbox"/> Name of local government officer about whom the information in this section is being disclosed.</p> <p><u>None</u>  <span style="display: block; text-align: center; margin-top: -10px;">Name of Officer</span></p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <p><u>None</u></p>		
<p><b>4</b>   Signature of vendor doing business with the governmental entity</p>		<u>09-12-14</u> Date

Adopted 8/7/2015

**Bidder Shall Return Completed Form with Offer.**

## Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
<p><b>1</b> <input type="checkbox"/> Name of Local Government Officer</p>		Date Received
<p><b>2</b> <input type="checkbox"/> Office Held</p>		
<p><b>3</b> <input type="checkbox"/> Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>		
<p><b>4</b> <input type="checkbox"/> Description of the nature and extent of employment or other business relationship with vendor named in item 3</p>		
<p><b>5</b> <input type="checkbox"/> List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>		
<p><b>6</b> <input type="checkbox"/> <b>AFFIDAVIT</b></p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right;">_____ Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p style="text-align: center;">_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p>		

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

***This information must be submitted with your bid.***

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

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

### Did the Prime Contractor/Consultant . . .

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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?
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	3. <b>Provide</b> 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)?
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>

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.

*Molly Jorpus*

Printed Name of Authorized Representative

*Sr. Bid Rep*

Title

*Molly Jorpus*

Signature

*09-12-18*

Date

**Bidder Shall Return Completed Form with Offer.**

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

***This information must be submitted with your bid.***

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

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

Contractor Name: \_\_\_\_\_ HUB: p Yes p No

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

N/A

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: \_\_\_\_\_

Molly Vorous  
Printed Name of Contractor Representative

Molly Vorous  
Signature of Representative

09-12-16  
Date

Printed Name of HUB

Signature of Representative

Date

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

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

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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PAGE 1 OF 4

***This information must be submitted with your bid.***

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

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

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

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

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

---

**FOR HUB OFFICE USE ONLY:**

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

---

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_ *NIA*

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

### HUB SUBCONTRACTOR DISCLOSURE

#### PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

Other:

*no subcontractors will be used providing products only*

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?

Yes

No

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

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 4 OF 4**

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

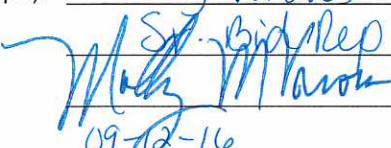
Proposed Subcontract Amount: \_\_\_\_\_ \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ % \_\_\_\_\_

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): Molly Vorous

Title: Sr. Bid Rep

Signature: 

Date: 09-12-16

E-mail address: bids@SiteOne.com

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

Name (print or type): Bids Dept.

Title: \_\_\_\_\_

Date: 09-12-16

E-mail address: bids@SiteOne.com

**Bidder Shall Return Completed Form with Offer.**

## Residence Certification/Tax Form

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

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

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

I certify that **SiteOne Landscape Supply** [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_  
**Roswell, GA** (city and state).

Taxpayer Identification Number (T.I.N.):	<i>36-4485550</i>
Company Name submitting bid/proposal:	<b>SiteOne Landscape Supply</b> <i>1385 East 36th Street</i> <i>Cleveland, Ohio 44114</i>
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner: <i>N/A</i>	

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

Jefferson County Tax Acct. No.*	Property address or location**
	<i>local branch address: SiteOne Landscape Supply  5300 Washington Blvd, Beaumont, TX 77707</i>

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

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

**Bidder Shall Return Completed Form with Offer.**

## Bid Affidavit

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

STATE OF Ohio

COUNTY OF Cuyahoga

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

"I, Molly Vorous (name) am a duly authorized officer of/agent for SiteOne Landscape Supply (name of firm) and have been duly authorized to execute the foregoing on behalf of the said SiteOne Landscape Supply. (name of firm)

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

Name and address of bidder: SiteOne Landscape Supply  
1385 East 36th Street  
Cleveland, Ohio 44114

Fax: (248)581-4333 Telephone# (216)704-9250  
by: Molly Vorous Title: Sr. Bid Rep  
(print name)

Signature: Molly Vorous

SUBSCRIBED AND SWORN to before me by the above-named  
on  
this the 12<sup>th</sup> day of September, 2016.



**Bidder Shall Return Completed Form with Offer.**

One Landscape Supply  
5 East 36th Street  
Akron, Ohio 44114

sealed Bid

Jefferson County

RECEIVED 09:57 AM SEP 12, 2010

IFB 16-023/YS  
cides for Jack Brooks Regional Airport  
-13-16 @ 11am



## MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT is made by and between the **Jack Brooks Regional Airport** of **Jefferson County, Texas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "Garver".

The Owner intends to contract for professional engineering consulting services for Airport Improvement Program (AIP) for Jack Brooks Regional Airport under a multi-year Master Services Agreement (MSA) contract. This agreement forms that contract. Garver will provide design, engineering, project management, and other professional services related to various improvements to be described in subsequent contract amendments.

The Owner and Garver in consideration of the mutual covenants in this contract agree in respect of the performance of professional engineering and professional services by Garver and the payment for those services by the Owner as set forth below. Execution of the agreement by Garver and the Owner constitutes the Owner's written authorization to Garver to proceed on the date last written below with the services described herein.

### SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage Garver, and Garver agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and the Federal Aviation Administration, in accordance with regulations and procedures established for Federal Aid Projects. Garver's services will be coordinated with the Owner, the FAA, and others required in the accomplishment of the work, and the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay Garver compensation as stated in the sections to follow. All of the engineering and professional services included in this agreement will be supplied by Garver's personnel or personnel under subcontract to Garver.

### SECTION 2 - SCOPE OF SERVICES

Garver's scope of services shall be included in each subsequent Contract Amendment as appropriate.

The final nature and scope of each work assignment or project will be defined and agreed upon by the Owner and Garver prior to providing services on any work assignment or project.

The scope of each assignment or project will be further defined in the form of a written Contract Amendment that will detail the specific requirements of the Owner and Garver.

### SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay Garver on a lump sum or hourly rate basis. The basis of payment will be established for each work assignment or project with each Contract Amendment; agreed upon by the Owner and Garver; with execution of a Contract Amendment by the Commissioner's Court to the MSA and an issued Purchase Order from Jefferson County Purchasing Department. Owner intends to pay Garver from its appropriated funds and represents that funds are available to pay Garver.

If any payment due Garver under this agreement is not received within 60 days from date of invoice, Garver may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

**LUMP SUM CONTRACT AMENDMENTS:**

The Owner will pay Garver for services rendered, based upon invoices submitted by Garver to the Owner indicating the estimated proportion of the work accomplished.

**HOURLY CONTRACT AMENDMENTS:**

The Owner will pay Garver, for time spent on the project, at Garver's current billing rates for each classification of Garver's personnel (which may include contract staff and / or subconsultants at Garver's current billing rates at Garver's discretion, plus reimbursable expense including but not limited to printing, courier service, reproduction, and travel. For informational purposes approximate current hourly rates for each employee classification is included in Appendix A and will be subject to change on or about July 1 each year this agreement is active.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost plus 10 percent for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

The Owner will pay Garver on a monthly basis, based upon statements submitted by Garver to the Owner for the scope of services described in this agreement.

For services provided by subconsultants, the Owner will pay Garver an amount submitted by Garver. The amount billed will include a ten percent (10%) administrative fee.

**ADDITIONAL SERVICES (EXTRA WORK):**

For work not described or included in an executed Contract Amendment but requested by the Owner in writing, the Owner will pay Garver for time spent on the project, at the rates shown in the Garver hourly rate schedule included in the latest executed Contract Amendment for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, travel and mileage. The rates shown in the Garver hourly rate schedule will be increased annually with the first increase effective on or about July 1 of the year following the year the Contract Amendment was executed.

**SECTION 4 - OWNER'S RESPONSIBILITIES**

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the work of Garver.
2. Making provision for the employees of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All

costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.

4. Furnishing Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Furnishing Garver a current boundary survey with easements of record plotted for the project property.
6. Paying all plan review and advertising costs in connection with the project.
7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Giving prompt written notice to Garver whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter Garver's performance under this Agreement.
10. Owner will not hire any of Garver's employees during performance of this contract and for a period of one year beyond completion of this contract.

## SECTION 5 – MISCELLANEOUS

### 5.1 Instruments of Service

Garver's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, Garver will furnish to the Owner both printed hard copies and electronic media. When feasible, electronic media will be formatted to be viewed with a ".pdf" document viewer. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

Garver's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and Garver's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

Garver retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Any reuse without the written verification or adaptation by Garver of the plans and specifications by the Owner for purposes other than those directly associated with this specific contract and project are at the Owner's own risk and without liability or legal exposure to Garver.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that any changes or modifications to the data in electronic media form in the Owner's possession or released to others by

the Owner for purposes other than those directly associated with this specific contract and project are at the Owner's own risk and without liability or legal exposure to Garver.

### **5.2 Opinions of Cost**

Since Garver has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Garver's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of Garver's experience and qualifications and represent Garver's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Garver cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by Garver.

The Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, Garver will not be required to re-design the project without additional compensation.

### **5.3 Underground Utilities**

Garver will provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. However, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, Garver is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

### **5.4 Insurance**

Garver currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability (Each Claim) (Aggregate Limit)	\$1,000,000.00 \$2,000,000.00

### **5.5 Records**

The FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of Garver which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription. Garver shall maintain all required records for 3 years after the Owner makes final payment and all other pending matters are closed.

After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all original

documentation prepared under this Contract, and one (1) set of the record drawing Construction Plans updated to reflect changes. One (1) set of the record drawing Construction Plans will also be delivered to the FAA Airport Region Office. In the event the Owner does not have proper storage facilities for the protection of the original Drawings, the Owner may request Garver to retain the Drawings with the provision that they will be made available upon written request.

### **5.6 Limitation of Liability**

In recognition of the relative risks and benefits of the project to both the Owner and Garver, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of Garver and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of Garver and its subconsultants to all those named shall not exceed Garver's total fee for services rendered on each applicable contract amendment. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Contract Amendment and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

### **5.7 Mediation**

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and Garver agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Owner and Garver further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

## **SECTION 6 - CONTROL OF SERVICES**

This is a Texas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and Garver, the matter shall be resolved in accordance with the Laws of the State of Texas.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to Garver. If this Agreement is so terminated, Garver shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, Garver may be required to furnish an accounting of all costs.

## SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor Garver shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

## SECTION 8 – APPENDICES AND EXHIBITS

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
  - 8.1.1 Appendix A - Garver Hourly Rate Schedule
  - 8.1.2 Appendix B, "Certification of Engineer".
  - 8.1.4 Appendix C, "Mandatory Federal Contract Provisions For Professional Services Contracts"
- 8.2 This Agreement (consisting of pages 1 to 6, inclusive) together with the appendices and exhibits identified above constitute the entire agreement between the Owner and Garver and supersede all prior written or oral understandings. This Agreement and said appendices and exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

JEFFERSON COUNTY, TEXAS

By: \_\_\_\_\_

*[Signature]*

Name: \_\_\_\_\_

Jeff R. Branick

*Print Name*

Title: \_\_\_\_\_

Jefferson County Judge

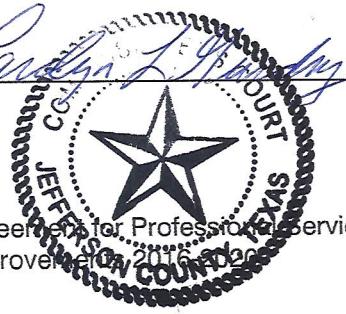
Date: \_\_\_\_\_

September 19, 2016

Attest: \_\_\_\_\_

*Carolyn L. Powers*

Master Agreement for Professional Services  
Airfield Improvement, 2016-2017



GARVER, LLC

By: \_\_\_\_\_

*[Signature]*

Name: \_\_\_\_\_

Frank McRaven

*Print Name*

Title: \_\_\_\_\_

Vice President

Date: \_\_\_\_\_

9/14/16

Attest: \_\_\_\_\_

*John D. Don*



## APPENDIX A

**Jack Brooks Regional Airport**  
**Garver Hourly Rate Schedule 2016**

Classification	Rates
<b>Engineers / Architects</b>	
E-1.....	\$ 116.00
E-2.....	\$ 138.00
E-3.....	\$ 162.00
E-4.....	\$ 192.00
E-5.....	\$ 237.00
E-6.....	\$ 293.00
E-7.....	\$ 337.00
<b>Planners / Environmental Specialist</b>	
P-1.....	\$ 141.00
P-2.....	\$ 168.00
P-3.....	\$ 191.00
P-4.....	\$ 214.00
P-5.....	\$ 237.00
P-6.....	\$ 279.00
<b>Designers</b>	
D-1.....	\$ 105.00
D-2.....	\$ 119.00
D-3.....	\$ 141.00
D-4.....	\$ 166.00
<b>Technicians</b>	
T-1.....	\$ 90.00
T-2.....	\$ 122.00
T-3.....	\$ 133.00
<b>Surveyors</b>	
S-1.....	\$ 56.00
S-2.....	\$ 66.00
S-3.....	\$ 92.00
S-4.....	\$ 127.00
S-5.....	\$ 168.00
S-6.....	\$ 196.00
2-Man Crew (Survey).....	\$ 214.00
3-Man Crew (Survey).....	\$ 260.00
2-Man Crew (GPS Survey).....	\$ 253.00
3-Man Crew (GPS Survey).....	\$ 298.00
<b>Construction Observation</b>	
C-1.....	\$ 99.00
C-2.....	\$ 125.00
C-3.....	\$ 152.00
C-4.....	\$ 196.00
<b>Management/Administration</b>	
M-1.....	\$ 337.00
X-1.....	\$ 67.00
X-2.....	\$ 86.00
X-3.....	\$ 138.00
X-4.....	\$ 163.00
X-5.....	\$ 172.00
X-6.....	\$ 204.00

**APPENDIX B**  
**CERTIFICATION OF ENGINEER**

I hereby certify that I am \_\_\_\_\_ and duly authorized representative of the firm of GARVER, LLC, whose address is 3010 Gaylord Parkway, Suite 190, Frisco, Texas 75034, and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or
- (c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By \_\_\_\_\_

DATE:

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## APPENDIX C

### MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

#### 1. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- 1.1 Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 1.2 Nondiscrimination. The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 1.4 Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 1.5 Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - 1.5.1. Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
  - 1.5.2. Cancellation, termination, or suspension of the contract, in whole or in part.
- 1.6 Incorporation of Provisions. The Engineer shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement

as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

## 2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Engineer assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## 3. DISADVANTAGED BUSINESS ENTERPRISES

3.1 Contract Assurance (§26.13): The Engineer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

3.2 Prompt Payment (§26.29) The Engineer agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Engineer receives from the Sponsor. The Engineer agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

## 4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

No Federal appropriated funds shall be paid, by or on behalf of the Engineer, 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 the making of any Federal grant and the amendment or modification of any Federal grant.

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 any Federal grant, the Engineer shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

## 5. ACCESS TO RECORDS AND REPORTS

The Engineer shall maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents,

papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### 6. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Engineer or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### 7. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

#### 8. TRADE RESTRICTION CLAUSE

The Engineer or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- 8.1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- 8.2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- 8.3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Engineer or subcontractor who is unable to certify to the above. If the Engineer knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Engineer agrees that, if awarded a contract, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Engineer shall provide immediate written notice to the sponsor if the Engineer learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Engineer or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

## 9. TERMINATION OF CONTRACT

- 9.1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- 9.2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- 9.3. If the termination is due to failure to fulfill the Engineer's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Engineer shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- 9.4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph (b) of this clause.
- 9.5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

## 10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Engineer certifies, by submission of this contract or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this contract.

## 11. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.



Joleen E. Fregia  
Chief Deputy  
e-mail  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

Tim Funchess  
County Treasurer  
1149 Pearl Street – Basement  
Beaumont, Texas 77701

Office (409) 835-8509  
Fax (409) 839-2347  
e-mail  
[tfunchess@co.jefferson.tx.us](mailto:tfunchess@co.jefferson.tx.us)

**September 12, 2016**

To: Fran Lee  
From: Tim Funchess  
RE: Budget Transfer Request

I would like to request a budget transfer in order to meet an unexpected shortfall in travel. The shortfall arose from the change in transportation. The county car broke down and Thomas had to take his personal vehicle, therefore resulting in mileage being paid that was not budgeted for.

Please transfer \$200

From:120-1017-415.40-52 (postage) to 120-1017-415.50-62 (travel).

I appreciate your assistance in this matter.

A handwritten signature in black ink, appearing to read "Tim Funchess".

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



**Family Law Division**  
409-835-8653

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

**Jamie Smith  
District Clerk**

Dear Fran,

I am requesting to transfer \$952.90 from account 120-2031-414-50-62 (Travel) to account 120-2031-414-30-78 (Supplies) to purchase extra passport materials.

Respectfully,

Jamie Smith  
Jefferson County District Clerk

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MEMORANDUM

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** SEPTEMBER 13, 2016

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The following budget transfer for the Health & Welfare I is necessary for additional cost for indigent burials

120-5074-441-5006	Burials	\$18,000
120-5074-441-1002	Assistants & Clerks	\$18,000

**Fran Lee**

---

**From:** Shenita Keyes <skeyes@co.jefferson.tx.us>  
**Sent:** Monday, September 12, 2016 11:12 AM  
**To:** 'Fran Lee'  
**Subject:** Transfer Funds

55,100

Could you please transfer funds from Maintenance Crew account 120-6084-416-10-72 in the amount of \$4759.40 to account Contractual Services 120-6084-416-50-77 Janitorial billing for the end of budget year.

**DATE:** September 13, 2016

**TO:** Patrick Swain  
Auditor

**FROM:** Chief Mark Dubois

**RE:** Budgetary funds transfer

We are requesting the following transfer of funds:

From Account # 865-3054-421-30-37	Gasoline	\$22,500
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To the following account line:

# 865-3054-421-60-18	Power Tools & Appliances	\$22,500
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Justification: The transfer is needed to purchase two generators for Marine Division boats.

 <b>PALMER POWER CORPORATION</b> 6451 RUPLEY CIRCLE HOUSTON, TX 77087	Phone 713-644-6410
	Fax 713-644-2873
	E-Mail
<b>Order S-37249</b>	
	
<b>Ordered 9/8/2016</b>	

**Bill To**

JEFFERSON COUNTY SHERIFF DEPT.  
1149 PEARL STREET - 7TH FLOOR  
BEAUMONT, TX 77701

**Ship To**

JEFFERSON COUNTY NARCOTICS TASK FORCE  
4640 HANGER DRIVE  
BEAUMONT, TX 77705

Customer ID: 24036

Purchase Order	Ship Via	FOB	Reference	Entered By	Sales rep	Terms
QUOTE	Will Call	HOUSTON		vjc 9/8/2016	VJC	NET ON RECEIPT

Product	Description	Ordered	List	Your Price	Amount
5.0MCG	5.0KW MCG GASOLINE GENERATOR	2 Ea	\$12,417.00 Ea	\$9,685.00 Ea	\$19,370.00
WSB54928	REMOTE START/STOP	2 Ea	\$180.00 Ea	\$162.00 Ea	\$324.00
WSB54932	30' HARNESS	2 Ea	\$98.00 Ea	\$88.20 Ea	\$176.40
NLP-50	VETUS 2" MUFFLER	10 Ea	\$257.50 Ea	\$218.88 Ea	\$2,188.80

<b>Sub-total</b>	<b>\$22,484.20</b>
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<b>Shipping</b>	<b>\$425.00</b>
<b>Tax</b>	<b>0.00</b>
<b>Total</b>	<b>\$22,484.20</b>

NAME

AMOUNT

CHECK NO.

TOTAL

## JURY FUND

TRI-CITY COFFEE SERVICE  
DAWN DONUTS670.60  
85.00425010  
425178

755.60\*\*

## ROAD &amp; BRIDGE PCT.#1

APAC, INC. - TROTTI & THOMSON  
CARQUEST AUTO PARTS # 96  
BEAUMONT ENTERPRISE  
ENTERGY  
M&D SUPPLY  
SMART'S TRUCK & TRAILER, INC.  
SOUTHEAST TEXAS WATER  
ASCO  
MARTIN MARIEETA MATERIALS  
REPUBLIC SERVICES  
CINTAS CORPORATION744.95  
422.15  
302.64  
87.40  
43.92  
476.01  
30.00  
2,307.64  
483.06  
45.00  
325.44424906  
424914  
424932  
424943  
424964  
424990  
424994  
425142  
425175  
425177  
425187

5,268.21\*\*

## ROAD &amp; BRIDGE PCT.#2

SUPERIOR TIRE & SERVICE  
THE MUFFLER SHOP  
MUNRO'S  
RITTER @ HOME  
SAM'S WESTERN WEAR, INC.  
SETZER HARDWARE, INC.  
SMART'S TRUCK & TRAILER, INC.  
AT&T  
CENTERPOINT ENERGY RESOURCES CORP  
MARTIN PRODUCT SALES LLC  
DEJEAN AUTOMOTIVE  
RELADYNE  
MEMBER'S BUILDING MAINTENANCE LLC  
REPUBLIC SERVICES329.38  
14.00  
11.95  
268.75  
1,313.46  
53.60  
479.33  
93.63  
40.29  
12,098.18  
448.50  
476.53  
149.50  
72.60424903  
424969  
424970  
424980  
424984  
424987  
424990  
424995  
425080  
425089  
425104  
425149  
425150  
425177

15,849.70\*\*

## ROAD &amp; BRIDGE PCT. # 3

APAC, INC. - TROTTI & THOMSON  
GULF COAST AUTOMOTIVE, INC.  
MUNRO'S  
OIL CITY TRACTORS, INC.  
TIME WARNER COMMUNICATIONS  
STRATTON INC.  
SOUTHERN TIRE MART, LLC  
MUNRO'S SAFETY APPAREL  
PATHMARK TRAFFICE PRODUCTS OF TEXAS  
CENTERPOINT ENERGY RESOURCES CORP  
DOGGETT HEAVY MACHINERY LLC  
1800RADIATOR & AC632.72  
428.75  
15.00  
32.48  
86.91  
24.59  
910.00  
154.95  
2,183.44  
33.90  
76.34  
133.00424906  
424941  
424970  
424974  
425001  
425015  
425019  
425066  
425067  
425080  
425125  
425165

4,712.08\*\*

## ROAD &amp; BRIDGE PCT.#4

COASTAL WELDING SUPPLY  
COTTON CARGO  
BEAUMONT ENTERPRISE  
W.W. GRAINGER, INC.  
M&D SUPPLY  
MUNRO'S  
AT&T  
VULCAN MATERIALS CO.  
UNITED STATES POSTAL SERVICE  
EVERETT D ALFRED  
MARTIN PRODUCT SALES LLC  
SAM'S CLUB DIRECT  
1800RADIATOR & AC  
MARTIN MARIEETA MATERIALS  
REPUBLIC SERVICES55.80  
220.00  
151.32  
324.25  
125.38  
75.42  
76.54  
6,275.85  
.80  
130.06  
6,995.53  
715.87  
.00  
616.72  
72.60424919  
424922  
424933  
424940  
424964  
424970  
424995  
425012  
425053  
425065  
425089  
425139  
425165  
425175  
425177

15,836.14\*\*

## ENGINEERING FUND

OFFICE DEPOT  
TRI-CITY COFFEE SERVICE111.16  
41.70424973  
425010

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	245.50	425049	398.36**
PARKS & RECREATION			
A&B OUTDOOR EQUIPMENT ABLE FASTENER, INC.	24.75	424888	
CITY OF PORT ARTHUR - WATER DEPT.	218.26	424889	
SOUTHERN TIRE MART, LLC	432.80	424916	
SPRINT WASTE SERVICES LP	300.00	425019	
SPRINT WASTE SERVICES LP	310.80	425157	
GENERAL FUND			1,286.61**
JEFFERSON CTY. CLERK	910.00	424891	
TAX OFFICE			910.00*
GUARDIAN FORCE CURTIS 1000, INC.	40.00	424894	
ELECTRONIC OFFICE MACHINES	829.95	424925	
THE EXAMINER	274.50	424930	
NADA APPRAISAL GUIDES, INC.	3,432.00	424934	
PORT ARTHUR NEWS, INC.	155.00	424971	
ACE IMAGEWEAR	1,006.25	424976	
TEXAS AGRICULTURE EXTENSION SERVICE	21.35	424988	
UNITED STATES POSTAL SERVICE	700.00	425004	
UNITED STATES POSTAL SERVICE	832.62	425053	
JEFFERSON COUNTY CREDIT CARDS	43.90	425054	
JEFFERSON COUNTY CREDIT CARDS	183.13	425126	
COUNTY HUMAN RESOURCES			7,518.70*
OFFICE DEPOT	1,061.53	424973	
AUDITOR'S OFFICE			1,061.53*
OFFICE DEPOT	304.39	424973	
UNITED STATES POSTAL SERVICE	19.99	425053	
COUNTY CLERK			324.38*
KIRKSEY'S SPRINT PRINTING CDW COMPUTER CENTERS, INC.	114.10	424960	
UNITED STATES POSTAL SERVICE	183.85	425023	
UNITED STATES POSTAL SERVICE	203.90	425053	
BANKNOTE CORPORATION OF AMERICA INC	49.11	425054	
BANKNOTE CORPORATION OF AMERICA INC	3,362.00	425184	
COUNTY JUDGE			3,912.96*
UNITED STATES POSTAL SERVICE	.40	425053	
THE YOES LAW FIRM, LLP	500.00	425082	
MICHELLE R BRISTER	500.00	425087	
DUNHAM HALLMARK PLLC	500.00	425129	
WYATT SNIDER	500.00	425130	
JOSHUA C HEINZ	500.00	425138	
JAN GIROUARD & ASSOCIATES LLC	200.00	425185	
COUNTY TREASURER			2,700.40*
UNITED STATES POSTAL SERVICE	127.82	425053	
LEXISNEXIS- ACCURINT	115.00	425120	
PRINTING DEPARTMENT			242.82*
OLMSTED-KIRK PAPER	571.75	424975	
PURCHASING DEPARTMENT			571.75*
BEAUMONT ENTERPRISE	2,546.95	424931	
OFFICE DEPOT	122.55	424973	
PORT ARTHUR NEWS, INC.	1,447.72	424976	
PORT ARTHUR NEWS, INC.	167.33	424977	
UNITED STATES POSTAL SERVICE	3.50	425053	

NAME	AMOUNT	CHECK NO.	TOTAL
PCM-G	2,985.00	425115	7,273.05*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,491.66	424907	
JEFFERSON CTY. APPRAISAL DISTRICT	159,779.25	424955	
CASH ADVANCE ACCOUNT	40.00	424957	
TIME WARNER COMMUNICATIONS	204.86	425003	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	425005	
TRI-CITY COFFEE SERVICE	114.30	425010	
TOWER COMMUNICATIONS, INC.	2,435.00	425051	
LEXISNEXIS- ACCURINT	3.75	425120	
JEFFERSON COUNTY CREDIT CARDS	159.48	425126	
SAM'S CLUB DIRECT	50.00	425140	
DYNAMEX INC	396.52	425152	
			167,374.82*
DATA PROCESSING			
DAVID A. DOMINGUEZ	287.82	424926	
OFFICE DEPOT	173.62	424973	
CDW COMPUTER CENTERS, INC.	79.09	425023	
LINOMA SOFTWARE	1,215.00	425088	
MICHAEL BAIN	294.84	425099	
LEXISNEXIS- ACCURINT	115.00	425120	
JEFFERSON COUNTY CREDIT CARDS	20.99	425126	
SCOTT LEBLANC	315.36	425172	
			2,501.72*
VOTERS REGISTRATION DEPT			
THE EXAMINER	274.00	424934	
CDW COMPUTER CENTERS, INC.	182.28	425023	
			456.28*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	15.35	425053	
JEFFERSON COUNTY CREDIT CARDS	17.78	425126	
TALLY LLC	1,925.00	425192	
			1,958.13*
DISTRICT ATTORNEY			
SOUTHERN COMPUTER WAREHOUSE	2,611.80	424904	
TDCAA BOOK ORDERS	148.00	424998	
UNITED STATES POSTAL SERVICE	206.49	425053	
UNITED STATES POSTAL SERVICE	5.64	425054	
CHILD ABUSE & FORENSIC SERVICES	125.00	425057	
LEXISNEXIS- ACCURINT	345.00	425120	
JEFFERSON COUNTY CREDIT CARDS	229.10	425126	
THOMSON REUTERS-WEST	1,922.59	425144	
KATHLEEN KENNEDY	815.80	425161	
GERALD RIEDMUELLER	133.38	425176	
ROBERT SCOTT	175.00	425183	
			6,717.80*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	182.71	425053	
JEFFERSON COUNTY CREDIT CARDS	4.79	425126	
			187.50*
CRIMINAL DISTRICT COURT			
UNITED STATES POSTAL SERVICE	49.62	425053	
			49.62*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	29.95	424991	
LEXIS-NEXIS	55.00	425055	
JEFFERSON COUNTY CREDIT CARDS	46.53	425126	
			131.48*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.80	425053	
LEXIS-NEXIS	57.00	425056	
ACCO BRANDS DIRECT	48.99	425146	
			106.79*
172ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
LEXIS-NEXIS	56.00	425055	56.00*
252ND DISTRICT COURT			
LEAH HAYES	509.25	424947	
JEFFERSON CTY. BAR ASSOCIATION	125.00	424953	
JOHN E MACEY	800.00	424965	
UNITED STATES POSTAL SERVICE	38.16	425053	
LEXIS-NEXIS	56.00	425055	
LANGSTON ADAMS	900.00	425064	
SAMUEL & SON LAW FIRM PLLC	8,750.00	425163	
COGDELL LAW FIRM	111.77	425195	
			11,290.18*
279TH DISTRICT COURT			
DAVID GROVE	1,170.00	424899	
ANITA F. PROVO	75.00	424979	
LEXIS-NEXIS	56.00	425055	
RONALD PLESSALA	1,050.00	425109	
			2,351.00*
317TH DISTRICT COURT			
TRACEY D. BURK	199.00	424912	
COURT REPORTERS CERT BOARD	210.00	424923	
LEXIS-NEXIS	112.00	425055	
JUDY PAASCH	2,323.90	425078	
			2,844.90*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	22.14	425053	
LEXISNEXIS MATTHEW BENDER	51.44	425061	
LEXISNEXIS- ACCURINT	115.00	425120	
JEFFERSON COUNTY CREDIT CARDS	39.68	425126	
			228.26*
JUSTICE COURT-PCT 1 PL 2			
LEXISNEXIS- ACCURINT	115.00	425120	
JUSTICE COURT-PCT 2			115.00*
LEXISNEXIS- ACCURINT	115.00	425120	
JUSTICE COURT-PCT 4			115.00*
AT&T	76.54	424995	
LEXISNEXIS- ACCURINT	115.00	425120	
			191.54*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	13.64	425053	
LEXISNEXIS- ACCURINT	115.00	425120	
			128.64*
JUSTICE COURT-PCT 7			
OFFICE DEPOT	629.96	424973	
DENISE ROCCAFORTE	88.02	425100	
LEXISNEXIS- ACCURINT	115.00	425120	
JEFFERSON COUNTY CREDIT CARDS	25.11	425126	
			858.09*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	175.12	425054	
LEXISNEXIS- ACCURINT	115.00	425120	
			290.12*
COUNTY COURT AT LAW NO.1			
COURT REPORTERS CERT BOARD	210.00	424924	
LEXIS-NEXIS	52.00	425055	
			262.00*
COUNTY COURT AT LAW NO. 2			
THOMAS J. BURBANK, P.C.	300.00	424911	
UNITED STATES POSTAL SERVICE	5.59	425053	
			305.59*
COUNTY COURT AT LAW NO. 3			

NAME

AMOUNT

CHECK NO.

140

TOTAL

UNITED STATES POSTAL SERVICE LINDSEY SCOTT	7.58 500.00	425053 425173	507.58*
COURT MASTER			
JUDGE LARRY GIST UNITED STATES POSTAL SERVICE LEXIS-NEXIS	1,010.77 .47 56.00	424939 425053 425055	1,067.24*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	6.78	425053	6.78*
COMMUNITY SUPERVISION			
OFFICE DEPOT	431.86	424973	431.86*
SHERIFF'S DEPARTMENT			
INTERSTATE BATTERIES OF BEAUMONT/PA JEFFERSON CTY. SHERIFF'S DEPARTMENT KAY ELECTRONICS, INC.	599.80 2,940.00 821.40 124.96 300.00 49.40 1,080.70 216.23 234.00 3,969.96 90.85 200.00 45.00 3,159.00	424949 424951 424958 424995 425021 425022 425053 425070 425075 425077 425108 425121 425177 425194	13,831.30*
AT&T KEESHA GUILLORY MOTOROLA SOLUTIONS INC UNITED STATES POSTAL SERVICE FIVE STAR FEED TEXAS CODE BLUE LLC TASER INTERNATIONAL SNAP-ON-TOOLS STUART WELCH REPUBLIC SERVICES WHITAKER BROTHERS BUSINESS MACHINES			
CRIME LABORATORY			
ALLOMETRICS INC. SANITARY SUPPLY, INC. SOUTHEAST TEXAS WATER BROWNELLS, INC. CHRIS FONTENOT PCM-G JEFFERSON COUNTY CREDIT CARDS JULIE HANNON	172.22 156.32 79.90 82.39 12.00 9,483.87 450.00 15.00	424897 424985 424993 425018 425098 425115 425126 425145	10,451.70*
JAIL - NO. 2			
BEAUMONT TRACTOR COMPANY COASTAL WELDING SUPPLY ECOLAB HERNANDEZ OFFICE SUPPLY, INC. JACK BROOKS REGIONAL AIRPORT CASH ADVANCE ACCOUNT M&D SUPPLY SAM HOUSTON STATE UNIVERSITY SCOOTER'S LAWNMOWERS SHERWIN-WILLIAMS AT&T WORLD FUEL SERVICES FIVE STAR CORRECTIONAL SERVICE MATERA PAPER COMPANY INC REPUBLIC SERVICES INDUSTRIAL TRANSPORTATION WASTE LLC	184.80 41.85 399.90 187.27 249.20 1,776.80 .72 1,155.00 105.30 135.38 1,356.00 379.80 17,155.59 1,432.95 2,090.00 360.00	424908 424919 424928 424948 424954 424957 424964 424982 424986 424989 424995 425119 425123 425143 425177 425188	27,010.56*
JUVENILE PROBATION DEPT.			
FED EX SAM HOUSTON STATE UNIVERSITY UNITED STATES POSTAL SERVICE LATASHA DILL ROSE CHAISSON DURWARD MINOR	71.72 350.00 15.09 112.86 85.86 179.28	424936 424983 425053 425084 425113 425148	814.81*
JUVENILE DETENTION HOME			

NAME	AMOUNT	CHECK NO.	TOTAL
KOMMERCIAL KITCHENS	3,270.00	424961	
OAK FARM DAIRY	198.84	425020	
CHARMTEX INC.	575.70	425071	
FLOWERS FOODS	89.27	425073	
BEN E KEITH FOODS	2,446.96	425074	
CVS PHARMACY	44.03	425079	
CENTERPOINT ENERGY RESOURCES CORP	312.14	425080	
VACUUM CITY	147.96	425092	
KAREN ROBERTS	300.00	425114	
A1 FILTER SERVICE COMPANY	183.79	425133	
EXCEL MEDICAL WASTE LLC	79.80	425171	
REPUBLIC SERVICES	455.00	425177	
			8,103.49*
CONSTABLE PCT 1			
CASH ADVANCE ACCOUNT	421.76	424957	
UNITED STATES POSTAL SERVICE	27.96	425053	
TEXAS CODE BLUE LLC	2,812.00	425075	
LEXISNEXIS- ACCURINT	115.00	425120	
			3,376.72*
CONSTABLE-PCT 2			
POSTMASTER	329.00	424978	
LEXISNEXIS- ACCURINT	115.00	425120	
			444.00*
CONSTABLE-PCT 4			
AT&T	38.27	424995	
DISH NETWORK	51.52	425096	
JEFFERSON COUNTY CREDIT CARDS	899.99	425126	
TRANSUNION RISK AND ALTERNATIVE	70.00	425167	
ALAN ROBERTS	20.86	425182	
			1,080.64*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	8.63	425053	
LEXISNEXIS- ACCURINT	115.00	425120	
			123.63*
CONSTABLE PCT. 7			
MIKE SMITH ENTERPRISES	499.00	425093	
COUNTY MORGUE			499.00*
ISI COMMERCIAL REFRIGERATION	1,568.27	424950	
FMMS HOLDINGS OF TEXAS LLC	59,500.00	425135	
			61,068.27*
AGRICULTURE EXTENSION SVC			
PRECISION BUSINESS MACHINES, INC.	299.54	424893	
OFFICE DEPOT	2.29	424973	
DAVID OATES	15.00	425186	
ALLEN HOMANN	15.00	425190	
			327.25*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	1,500.00	424909	
CALVARY MORTUARY	1,500.00	424913	
CLAYBAR FUNERAL HOME, INC.	1,998.00	424918	
GABRIEL FUNERAL HOME, INC.	1,500.00	424937	
ENTERGY	34.75	424944	
AUSTIN CECIL WALKES MD PA	2,932.58	425013	
UNITED STATES POSTAL SERVICE	66.36	425053	
RACHEL DRAGULSKI	70.74	425062	
CENTERPOINT ENERGY RESOURCES CORP	27.10	425081	
LEXISNEXIS- ACCURINT	115.00	425120	
SAM'S CLUB DIRECT	108.41	425139	
			9,852.94*
HEALTH AND WELFARE NO. 2			
BROUSSARD'S MORTUARY	1,500.00	424910	
CITY OF PORT ARTHUR - WATER DEPT.	29.55	424917	
O.W. COLLINS APARTMENTS	156.84	424921	

NAME	AMOUNT	CHECK NO.	TOTAL
GABRIEL FUNERAL HOME, INC.	3,000.00	424938	
ENTERGY	25.51	424945	
MUNRO'S	38.94	424970	
OFFICE DEPOT	29.95	424973	
AUSTIN CECIL WALKES MD PA	2,932.58	425013	
MCKESSON MEDICAL-SURGICAL INC	67.44	425024	
UNITED STATES POSTAL SERVICE	233.80	425054	
HEB - PORT ARTHUR	104.13	425106	
LEXISNEXIS- ACCURINT	115.00	425120	
<b>NURSE PRACTITIONER</b>			<b>8,233.74*</b>
MCKESSON MEDICAL-SURGICAL INC	515.60	425024	
EXCEL MEDICAL WASTE LLC	39.90	425171	
<b>CHILD WELFARE UNIT</b>			<b>555.50*</b>
J.C. PENNEY'S	9,469.94	425058	
SEARS COMMERCIAL CREDIT	2,010.71	425059	
RYAN WHITE FC	15.00	425197	
NOAH TORRES FC	15.00	425198	
MARCUS ROBINSON FC	15.00	425199	
KEN'EDE ROBINSON	15.00	425200	
LANDON C MOLO	15.00	425201	
ZENORIA BRANDON	15.00	425202	
<b>INDIGENT MEDICAL SERVICES</b>			<b>11,570.65*</b>
CARDINAL HEALTH 110 INC	16,283.19	425147	
LAGNIAPPE PHARMACY SERVICES LLC	1,450.65	425160	
<b>MAINTENANCE-BEAUMONT</b>			<b>17,733.84*</b>
LOUIS AND COMPANY	2,086.85	424895	
JOHNSTONE SUPPLY	2,980.28	424901	
CITY OF BEAUMONT - LANDFILL	33.00	424905	
CINTAS, INC.	593.07	424915	
COBURN'S, BEAUMONT BOWIE (1)	154.21	424920	
ECOLAB	209.95	424928	
W.W. GRAINGER, INC.	3,038.40	424940	
M&D SUPPLY	138.28	424964	
MCCOWN PAINT & SUPPLY OF TEXAS	253.85	424967	
RITTER @ HOME	296.00	424980	
RALPH'S INDUSTRIAL ELECTRONICS	576.28	424981	
SANITARY SUPPLY, INC.	3,407.13	424985	
ACE IMAGEWEAR	386.59	424988	
TRI-CON, INC.	877.41	425009	
WORTH HYDROCHEM	250.00	425016	
THOMAS A/C SUPPLY INC	1,339.10	425048	
BAKER DISTRIBUTING COMPANY	95.87	425072	
FIRETROL PROTECTION SYSTEMS, INC.	765.00	425112	
SIGN DOCTOR, INC	425.00	425128	
A1 FILTER SERVICE COMPANY	732.70	425133	
WASTEWATER TRANSPORT SERVICES LLC	248.00	425159	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	376.25	425168	
REPUBLIC SERVICES	1,365.00	425177	
<b>MAINTENANCE-PORT ARTHUR</b>			<b>20,628.22*</b>
DRAGO HARDWARE CO.	3.98	424927	
OFFICE DEPOT	30.36	424973	
TIME WARNER COMMUNICATIONS	300.57	424999	
TIME WARNER COMMUNICATIONS	71.40	425002	
PARKER LUMBER	162.07	425124	
MEMBER'S BUILDING MAINTENANCE LLC	2,749.28	425150	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	366.60	425168	
<b>MAINTENANCE-MID COUNTY</b>			<b>3,684.26*</b>
ACE IMAGEWEAR	30.12	424988	
W. JEFFERSON COUNTY M.W.D.	26.13	425014	
LOWE'S HOME CENTERS, INC.	37.97	425060	
CENTERPOINT ENERGY RESOURCES CORP	75.66	425080	

NAME	AMOUNT	CHECK NO.	TOTAL
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	425150	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	251.65	425168	
REPUBLIC SERVICES	109.00	425177	
SERVICE CENTER			2,456.05*
SPIDLE & SPIDLE	13,796.80	424898	
KINSEL FORD, INC.	529.05	424959	
MUNRO'S	39.45	424970	
AT&T	62.42	424995	
JEFFERSON CTY. TAX OFFICE	7.50	425028	
JEFFERSON CTY. TAX OFFICE	7.50	425029	
JEFFERSON CTY. TAX OFFICE	7.50	425030	
JEFFERSON CTY. TAX OFFICE	7.50	425031	
JEFFERSON CTY. TAX OFFICE	7.50	425032	
JEFFERSON CTY. TAX OFFICE	7.50	425033	
JEFFERSON CTY. TAX OFFICE	7.50	425034	
JEFFERSON CTY. TAX OFFICE	7.50	425035	
JEFFERSON CTY. TAX OFFICE	7.50	425036	
JEFFERSON CTY. TAX OFFICE	7.50	425037	
JEFFERSON CTY. TAX OFFICE	7.50	425038	
JEFFERSON CTY. TAX OFFICE	7.50	425039	
JEFFERSON CTY. TAX OFFICE	7.50	425040	
JEFFERSON CTY. TAX OFFICE	7.50	425041	
JEFFERSON CTY. TAX OFFICE	7.50	425042	
JEFFERSON CTY. TAX OFFICE	7.50	425043	
JEFFERSON CTY. TAX OFFICE	7.50	425044	
JEFFERSON CTY. TAX OFFICE	7.50	425045	
JEFFERSON CTY. TAX OFFICE	7.50	425046	
JEFFERSON CTY. TAX OFFICE	7.50	425047	
FIRST CALL	459.18	425063	
VOYAGER FLEET SYSTEM, INC.	13,233.25	425069	
BUMPER TO BUMPER	1,308.72	425076	
AIRPORT GULF TOWING LLC	95.00	425085	
AMERICAN TIRE DISTRIBUTORS	917.92	425110	
LIBERTY TIRE RECYCLING LLC	114.34	425116	
MIGHTY OF SOUTHEAST TEXAS	275.30	425131	
EASTEX PRESSURE WASHERS	363.00	425134	
SPANKY'S WRECKER SERVICE INC	150.00	425137	
SILSBEY FORD INC	631.96	425153	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	1,158.44	425155	
TEXAS DEPARTMENT OF MOTOR VEHICLES	15.00	425174	
REPUBLIC SERVICES	72.60	425177	
VETERANS SERVICE			33,372.43*
UNITED STATES POSTAL SERVICE	.80	425053	
UNITED STATES POSTAL SERVICE	7.60	425054	
JEFFERSON COUNTY CREDIT CARDS	113.00	425126	
MOSQUITO CONTROL FUND			121.40*
A&B OUTDOOR EQUIPMENT	33.81	424888	
HILO / O'REILLY AUTO PARTS	244.61	424890	
GREYHOUND PACKAGE EXPRESS	39.70	424902	
SUPERIOR TIRE & SERVICE	25.64	424903	
EASTEX RUBBER & GASKET	262.50	424929	
FALCON CREST AVIATION SUPPLY, INC.	707.00	424935	
W.W. GRAINGER, INC.	245.01	424940	
JACK BROOKS REGIONAL AIRPORT	404.31	424954	
MUNRO'S	82.20	424970	
OFFICE DEPOT	93.29	424973	
TRIANGLE ENGINE DIST.	219.50	425007	
UNITED PARCEL SERVICE	12.71	425011	
CENTERPOINT ENERGY RESOURCES CORP	32.74	425080	
AERO PERFORMANCE	2,084.95	425156	
REPUBLIC SERVICES	72.60	425177	
J.C. FAMILY TREATMENT			4,560.57**
PATRICIA VELASCO	1,155.00	425179	
SECURITY FEE FUND			1,155.00**

NAME	AMOUNT	CHECK NO.	TOTAL
ERNEST HARRELL	60.09	424946	60.09**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST O'CONNOR'S	2,328.74 115.00	425144 425181	2,443.74**
EMPG GRANT			
SOUTHEAST TEXAS WATER	36.75	424992	36.75**
JUVENILE DETENTION - TJPC			
VERIZON WIRELESS	56.36	425050	56.36**
JUVENILE GRANT R			
CDW COMPUTER CENTERS, INC.	746.89	425023	746.89**
GRANT A STATE AID			
GULF COAST TRADES CENTER OFFICE DEPOT	3,193.93 96.31	424942 424973	
STAR GRAPHICS COPIERS, INC.	509.99	424996	
BI INCORPORATED	513.76	425025	
SAN MARCOS FAMILY MEDICINE PA	165.85	425091	
YOUTH ADVOCATE PROGRAM	3,208.00	425103	
VICTORIA COUNTY JUVENILE SERVICES	5,177.89	425107	
G4S YOUTH SERVICES LLC	11,652.33	425164	
GRAYSON COUNTY DEPT OF JUVENILE	11,016.00	425166	
COMMUNITY SUPERVISION FND			35,534.06**
JEFFERSON CTY. COMMUNITY SUP. CASH ADVANCE ACCOUNT	1,889.60 12.00	424952 424957	
OFFICE DEPOT	953.17	424973	
TIME WARNER COMMUNICATIONS	160.02	425000	
UNITED STATES POSTAL SERVICE	75.04	425053	
UNITED STATES POSTAL SERVICE	206.37	425054	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	425105	
JCCSC	864.89	425127	
EXCEL MEDICAL WASTE LLC	114.80	425171	
JEFF. CO. WOMEN'S CENTER			11,240.89**
AIR COMFORT, INC. ECOLAB	150.00 82.95	424896 424928	
LUBE SHOP	88.96	424963	
MARKET BASKET	139.20	424966	
KIM MCKINNEY, LPC, LMFT	150.00	424968	
OFFICE DEPOT	50.20	424973	
SYSSCO FOOD SERVICES, INC.	617.47	424997	
TOWER COMMUNICATIONS, INC.	60.00	425051	
BEN E KEITH FOODS	1,244.74	425074	
MELODY C ANTOON RN	1,570.00	425090	
MATERA PAPER COMPANY INC	280.10	425143	
EXCEL MEDICAL WASTE LLC	39.90	425171	
REPUBLIC SERVICES	91.00	425177	
COMMUNITY CORRECTIONS PRG			4,564.52**
TRACY ROBINSON	21.60	424892	21.60**
DRUG DIVERSION PROGRAM			
TISH JONES	14.04	425158	14.04**
COUNTY CLK RECORDS ARCHIV			
MANATRON	20,202.53	425102	20,202.53**
SCAAP GRANT			

NAME	AMOUNT	CHECK NO.	TOTAL
KUBOTA TRACTOR CORPORATION	20,746.40	425122	20,746.40**
DRUG INTERVENTION COURT			
SOUTHEAST TEXAS COUNCIL ON ALCOHOL REDWOOD TOXICOLOGY LABORATORY JEFFERSON COUNTY CREDIT CARDS	1,500.00 234.71 1,493.09	424956 425097 425126	3,227.80**
COUNTY RECORDS MANAGEMENT			
TEXAS HISTORICAL FOUNDATION UNITED STATES POSTAL SERVICE	45.00 1.57	425006 425053	46.57**
DARE CONTRIBUTIONS FUND			
BEST EXPRESSION	259.65	424900	259.65**
FORENSIC SCIENCE FED GRT			
CASH ADVANCE ACCOUNT	243.02	424957	243.02**
HOTEL OCCUPANCY TAX FUND			
DISH NETWORK JEFFERSON COUNTY CREDIT CARDS REPUBLIC SERVICES	110.53 98.99 72.60	425095 425126 425177	282.12**
1957 ROAD BOND FUND			
TIM RICHARDSON	10,500.00	425151	10,500.00**
CAPITAL PROJECTS FUND			
CONSTRUCTION ZONE OF TEXAS LLC	33,273.00	425154	33,273.00**
AIRPORT FUND			
SPIDLE & SPIDLE COASTAL WELDING SUPPLY W.W. GRAINGER, INC. KAY ELECTRONICS, INC. OIL CITY TRACTORS, INC. AT&T TRI-CITY FASTENER & SUPPLY BUBBA'S AIR CONDITIONING SUPERIOR SUPPLY & STEEL E. SULLIVAN ADVERTISING & DESIGN UNITED STATES POSTAL SERVICE LOWE'S HOME CENTERS, INC. CENTERPOINT ENERGY RESOURCES CORP DISH NETWORK INTERSTATE ALL BATTERY CENTER - BMT UNIFIRST HOLDINGS INC DELTA INDUSTRIAL SERVICE & SUPPLY CRAWFORD ELECTRIC SUPPLY COMPANY MEMBER'S BUILDING MAINTENANCE LLC SOUTHEAST TEXAS PARTS AND EQUIPMENT EASTERN AVIATION FUELS INC BK INDUSTRIAL SOLUTIONS LLC SUPPLYWORKS REPUBLIC SERVICES ALLSTATES COATINGS COMPANY THE PAINTED WALL GREAT WESTERN VALVE INC MOC CENTRAL LLC	1,385.68 89.21 45.31 87.50 110.31 602.73 42.78 5,488.00 198.00 71,985.00 .40 14.25 171.05 95.53 111.95 126.26 1,108.32 827.48 4,340.22 108.78 42,747.44 28.92 370.64 217.80 13,950.00 6,500.00 528.00 737.59	424898 424919 424940 424958 424974 424995 425008 425017 425026 425027 425053 425060 425080 425094 425117 425118 425132 425141 425150 425155 425162 425169 425170 425177 425180 425189 425191 425193	152,019.15**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY RELIANCE STANDARD LIFE INSURANCE	21,394.83 5,844.70	425083 425086	27,239.53**
SETEC FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
REPUBLIC SERVICES	812.80	425177	812.80**
LIABILITY CLAIMS ACCOUNT			
ST PAUL FIRE & MARINE AND ATTORNEY	4,000.00	425203	4,000.00**
D.A.'S FORFEITED FUNDS			
CDW COMPUTER CENTERS, INC.	2,082.58	425023	2,082.58**
SHERIFF'S FORFEITURE FUND			
HERRERA'S EMERGENCY LIGHTING	1,400.00	425068	1,400.00**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	160.89	424954	
JOHN LEGER	318.00	424962	
RITTER @ HOME	286.67	424980	
AT&T	81.96	424995	
RUTTY & MORRIS LLC	510.00	425101	
C & I OIL COMPANY INC	7,187.84	425111	
KENT BAKER	173.00	425196	
2015 PORT SECURITY GRANT			8,718.36**
LJA ENGINEERING INC	917.40	425136	
			917.40**
			850,902.03***



**AGENDA ITEM**

**September 19, 2016**

Consider and possibly approve an Amendment to Section IV., **JEFFERSON COUNTY AMENDED UNIFORM TAX ABATEMENT POLICY-2016**



## JEFFERSON COUNTY AMENDED UNIFORM TAX ABATEMENT POLICY-2016

### ADMONITORY PROVISIONS

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

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

### STATEMENT OF PURPOSE

#### SECTION I

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

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

### DEFINITIONS

#### SECTION II

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

- (b) "**Agreement**" means a contractual agreement between a property owner and/or lessee and the County.
- (c) "**Base Year**" means the calendar year in which the abatement contract is executed (signed).
- (d) "**Base Year Value**" means the taxable value of eligible industrial realty improvements of the owner within Jefferson County on January 1 preceding the execution of the abatement agreement and which property is owned by the owner, co-owner and/or its parent companies, subsidiaries, partner or joint ventures or any entity exercising legal control over the owner or subject to control by the owner. Owner will attach as Exhibit "F-Affiliates" those properties which are co-owned or which are parent companies, partnerships, joint-ventures or other entities in Jefferson County over which the Owner herein exercises legal control.
- (e) "**Bulk Buys**" include but are not limited to material which is purchased in the early phase of the project. This material includes commodity and special order items that may have long lead times due to fabrication timeframe or by the significant size of the order(s). The county recognizes "Bulk Buys" historically represent a significant percentage of the material purchase for a project.
- (f) "**Deferred Maintenance**" means improvements necessary for continued operation which do not improve productivity, or alter the process technology, reduce pollution or conserve resources.
- (g) "**Distribution Center**" means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Jefferson County.
- (h) "**Eligible Facilities**" or "**Eligible Projects**" means new, expanded or modernized buildings and structures, as defined in the Texas Property Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment or enterprise zone that would be a benefit to the property and that would contribute to the economic development within the County, but does not include facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.
- (i) "**Eligible Property**" means realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure included in the PROJECT, and the permanent office space and related fixed improvements necessary to the operation and administration of the PROJECT, as defined in the Tax Code, but does not include personal property.

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

(k) "**Field Buys**" include but are not limited to the procurement of material that is conducted by the project procurement team which is typically located on site throughout the duration of the project.

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

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

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

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

### WHEN ABATEMENT AUTHORIZED

#### SECTION III

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

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

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

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

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for tax abatement: land, supplies, inventory, vehicles, vessels, housing, improvements for the generation or transmission of electrical energy not wholly

consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased (except as provided in Section III(f), property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

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

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

(1) Must create an increased appraised ad valorem tax value based upon the Jefferson County Appraisal District's assessment of the eligible property; and

(2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.

(3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.

(4) Must demonstrate by an independent economic impact analysis that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

## **Factors Considered By County In Considering Abatement Requests**

### **Section IV**

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

(1) Existing improvements, if any;

(2) Type and value of proposed improvements;

(3) Productive life of proposed improvements;

(4) Number of existing jobs to be retained by proposed improvements;

(5) Number and types of new jobs to be created by proposed improvements;

(6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;

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

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

Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where

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

(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials. In this regard, each recipient of an abatement will provide sufficient notice and information regarding the project to qualified contractors and suppliers to enable them to submit bids in the early procurement processes for materials, including but not limited to Bulk Buys.

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

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

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

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

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

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

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

## APPLICATION PROCESS

### SECTION V

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

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

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

referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

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

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

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

## AGREEMENT

### SECTION VI

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

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

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year as provided in Section III(g);
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list as provided in application, Section IV(b);
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, or assignment;
- (6) Provision for access to and authorization for inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
- (7) Limitations on the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;

- (8) Provision for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;
- (9) Provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors shall give preference to and to seek qualified workers through the Texas Workforce Commission.
- (10) Contain each and every term agreed to by the owner of the property;
- (11) Requirement that the owner or lessee of the property certify annually to the governing body of each taxing unit that the owner or lessee is in compliance with each applicable term of the agreement; and
- (12) All terms required by Texas Tax Code §312.205, as amended; Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the County.

## RECAPTURE

### SECTION VII

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

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

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

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

(e) It is understood and agreed by the owner that, if at any time during the abatement, the owner prevails in an action to contest the taxable value of the property of owner that is

the subject of the abatement for Unequal Appraisal or revision thereof pursuant to Section 42.26, Texas Tax Code, the County shall reduce the amount of abatement dollar for dollar for each dollar that the taxable value is reduced as a result of that contest.

## ADMINISTRATION

### SECTION VIII

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

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

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

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

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

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

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

## AGREEMENT

### SECTION IX

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

## SUNSET PROVISION

### SECTION X

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

## DISCRETION OF THE COUNTY

### SECTION XI

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

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

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

**General:**

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

### **Opening Paragraph:**

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

### **Economic Impact Analysis:**

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

### **Maps and Plats**

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

### **Questions to be Answered**

(1) Is your project within a city limit? \_\_\_\_\_. Name of City

(2) Is your project within an ETJ? . Name of City ETJ

(3) Is your project within an Enterprise or Reinvestment Zone? Which?

(4) Will you own the realty or lease the realty?

(5) Present Appraisal District value of land and any EXISTING improvements owned by the

OWNER:

(Answer this question based on Appraisal District records for the specific site you select.)

Cost of Land (If you are purchasing): \$\_\_\_\_\_

Number of Acres: \_\_\_\_\_ or Square Feet: \_\_\_\_\_

(6) Type and value of proposed improvements:

\_\_\_\_\_

Type of construction:

(Tiltwall, Build-Out of Existing Facility, Etc.)

Value of Construction:

**Value of Equipment:**

**Value of Pollution Control Devices:** It is understood and agreed that Applicant will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

(7) Productive life of proposed improvements: \_\_\_\_\_ years, or term of initial lease: \_\_\_\_\_

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

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

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

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

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

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

---

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

During term of abatement: \_\_\_\_\_

After term of abatement: \_\_\_\_\_

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

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

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

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

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

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

---

---

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

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

---

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

---

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

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

---

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

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

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

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

**EXHIBIT “A”****JEFFERSON COUNTY APPRAISAL DISTRICT  
PROCEDURE FOR CALCULATING ABATEMENTS****Purpose**

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

**Calculation of “Base Year Value”**

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

**Calculation of “Current Year Market Value”**

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

**Calculation of “Taxable Value”**

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

**Calculation of Abated Value**

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

**VALUE POTENTIALLY ELIGIBLE FOR ABATEMENT:**

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

**VALUE AVAILABLE FOR ABATEMENT:**

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

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

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

**VALUE SUBJECT TO ABATEMENT:**

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

**ABATED VALUE:**

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

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



## PROCLAMATION

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 19th day of September, 2016, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Proclamation was adopted:

**Julie Rogers "Gift of Life" Program  
2016 Ovarian & Breast Cancer Awareness Months Proclamation  
Jefferson County**

**WHEREAS**, September and October are National Ovarian and Breast Cancer Awareness Months; and

**WHEREAS**, the public is still largely unfamiliar with ovarian cancer, a silent disease with vague symptoms, that ranks as the fifth leading cause of cancer-related death among women and the deadliest of all gynecologic cancers; and

**WHEREAS**, breast cancer is the most common cancer among American women, except for skin cancers, and approximately 1 in 8 women in the US will develop invasive breast cancer during her lifetime; and

**WHEREAS**, this year it is estimated that more than 270,000 women will be diagnosed with either breast or ovarian cancer and nearly 55,000 women will die from these diseases in the United States; and

**WHEREAS**, to heighten awareness of these diseases, the Gift of Life will host the 6<sup>th</sup> Annual Julie Richardson Procter 5K Ribbon Run *Color Rush* in Downtown Beaumont on Saturday, October 1 for an estimated 5,500 participants; and

**WHEREAS**, the event is generously presented by the Byrd Law Firm with title sponsors H-E-B and Jason's Deli; and

**WHEREAS**, it is imperative that women are educated about cancer symptoms and risk factors and receive a yearly mammogram, which is recognized as the single most effective method for detection of breast cancer; and

**WHEREAS**, the Gift of Life annually provides more than 2,200 medically underserved Southeast Texans with free breast cancer screenings and nearly 1,000 diagnostic mammograms, ultrasounds and biopsies, with access to cancer treatment; and

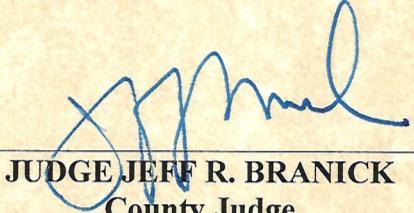
**WHEREAS**, the program will expand its women's preventative healthcare services this year to include screenings that indicate risks for stroke, heart disease and diabetes; and

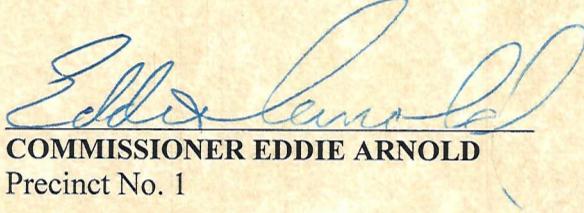
**WHEREAS**, the Gift of Life has helped extend the lives of more than 200 women whose breast cancer was detected through its free critical services; and

WHEREAS, the organization's compassionate care continues throughout each client's individual circumstances, offering supplementary assistance which includes its Pink Power Network, a breast cancer support group that meets monthly to provide educational presentations, camaraderie and help for cancer patients, their families and caregivers; and

NOW, THEREFORE, the Commissioners Court of Jefferson County, does hereby proclaim the month of September, 2016 as **OVARIAN CANCER AWARENESS MONTH**, October as **BREAST CANCER AWARENESS MONTH**, and Monday, September 19 as **JULIE ROGERS GIFT OF LIFE PROGRAM DAY** in Jefferson County and ask all citizens to join me in raising awareness and becoming informed.

Signed this 19th day of September, 2016.

  
JUDGE JEFF R. BRANICK  
County Judge

  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4





# Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 19th day of September, 2016, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

## State Funds for Indigent Criminal Defense

WHEREAS, the right to assistance by legal counsel is guaranteed by the U.S. Constitution; and

WHEREAS, the State of Texas is required to implement this right and provide legal counsel to indigent criminal defendants; and

WHEREAS, the Texas Fair Defense Act, adopted by the Texas Legislature in 2001, implements this right and requires certain procedures and attorney appointments; and

WHEREAS, the Texas Legislature has failed to provide sufficient funding to offset the costs of the Fair Defense Act and has shifted this cost to county taxpayers; and

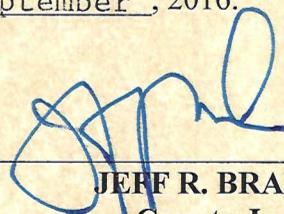
WHEREAS, county expenditures for indigent criminal defense have increased over 100 percent since the adoption of the Fair Defense Act; and

WHEREAS, the state funding is totally inadequate, providing approximately 12 percent of the indigent defense costs; and

WHEREAS, indigent criminal defense is a state responsibility that should be adequately funded on a statewide basis, not a burden overwhelmingly borne by local property taxpayers;

**NOW THEREFORE, BE IT RESOLVED** that the Commissioners Court of Jefferson County, Texas does hereby request that the Texas Legislature fully fund the costs of indigent criminal defense.

Signed this 19th day of September, 2016.

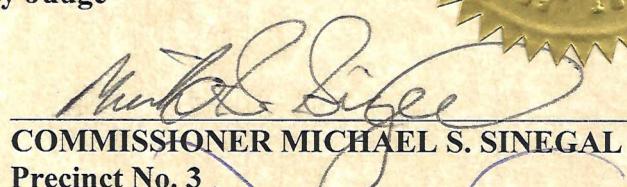


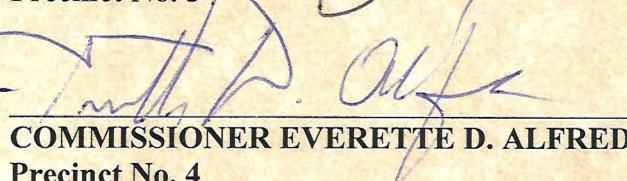
JEFF R. BRANICK  
County Judge



  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER MARK L. DOMINGUE  
Precinct No. 2

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



# Region 5 Prevention Resource Center (PRC)

**Community Agreement**  
**Memorandum of Understanding**  
**September 1, 2016 through August 31, 2017**

The purpose of this agreement is to establish and coordinate a working relationship between the **Region 5 Prevention Resource Center (PRC)** of the Alcohol & Drug Abuse Council of Deep East Texas and **Jefferson County** to encourage networking and coordination of efforts, to assist in data collection strategies, to prevent use/abuse of alcohol, marijuana and prescription drugs, as well as tobacco and other drugs while maintaining confidentiality of all specific client information and identification.

**Region 5 Prevention Resource Center** will provide the following services or resources for the 15 counties located in Region 5:

- Collect data for the Regional Needs Assessment (RNA).
- Develop an RNA that includes data on alcohol (underage drinking), marijuana, and prescription drugs, as well as tobacco and other drugs (ATOD).
- Provide presentations on the local and regional data collected for the RNA.
- Facilitate local and regional data collection strategies to prevent the abuse of alcohol, marijuana, and prescription drugs, as well as tobacco and other drugs.
- Provide information on the availability of substance abuse prevention trainings offered by the Department of Health and Human Services (HHS) & Coordinated Training Services (CTS).

**Jefferson County** agrees to support the **Region 5 Prevention Resource Center** in the following manner:

- Provide the PRC with non-confidential data pertaining to the RNA if possible.
- Assist the PRC with networking to help collect data and identify resources for the regional data collection.
- Assist the PRC in raising awareness and participating in prevention training if needed.
- Offer networking assistance to strengthen prevention efforts in the community.

This is a non-binding, non-financial Community Agreement/Memorandum of Understanding.

---

**Jeff Branick**  
County Judge  
*Jefferson County*

---

Date

COUNTY:

Angelina  
Jasper  
Newton  
Sabine  
Shelby

Hardin  
**Jefferson**  
Orange  
San Augustine  
Trinity

Houston  
Nacogdoches  
Polk  
San Jacinto  
Tyler

**AGENDA ITEM****September 19, 2016**

Consider, possibly approve and authorize the County Judge to execute a Response to the Historic Landmark Commission of the City of Beaumont in favor of demolition of existing house at 2439 Broadway Avenue, Beaumont, TX.

**\*NOTICE OF PUBLIC HEARING\***

JEFFERSON COUNTY  
OR CURRENT RESIDENT  
1149 PEARL ST  
BEAUMONT TX 77701

AVERILL L 2 B 26  
2417-2419 BROADWAY

**PUBLIC HEARING:**

A Public Hearing will be held by the Historic Landmark Commission of the City of Beaumont on Monday, September 12, 2016 at 3:15 p.m. in the City Council Chambers located at 801 Main Street.

**REQUEST:**

Purpose - A request for a Certificate of Demolition to demolish an existing house.

Project Information – The City of Beaumont Building Codes/Demolition Division is requesting to demolish the existing house at 2439 Broadway Avenue.

Location - 2439 Broadway Avenue

Applicant – City of Beaumont

**NOTIFICATION:**

Under State Law, all property owners as the ownership appears on the last approved tax roll of real property lying within two hundred feet (200') of the property listed under REQUEST shall be notified of this hearing.

This will be the only public hearing held on this matter. The meeting is open to the public, and you are invited to attend and be heard. Any inquiries regarding further information on this request will be answered by calling: 880-3764. Please refer to FILE # CA-2671.

**RESPONSE:**

If you wish to comment, please return this form to the Planning Division, P.O. Box 3827, Beaumont, TX 77704.

ARE YOU IN FAVOR OF THIS REQUEST?  YES  NO (CIRCLE ONE)

FILE: CA-2671

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_

Signature

COMMENTS: \_\_\_\_\_

*JEFF R. BRANICK, County Judge  
JEFFERSON COUNTY*

Google Maps **2439**  
2424 Broadway



Image capture: Mar 2016 © 2016 Google

Beaumont, Texas

Street View - Mar 2016



# Resolution

STATE OF TEXAS

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COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 19th day of September, 2016, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

## **Opposition to Appraisal Caps and Revenue Caps**

**WHEREAS**, the Texas Legislature has previously considered and rejected proposals for additional revenue caps and additional appraisal caps on counties; and

**WHEREAS**, 60 percent of the average taxpayer's property tax burden is due to school taxes while only 14 percent is due to county taxes; and

**WHEREAS**, appraisal caps or revenue caps would diminish local control and tie the hands of county officials and limit their ability to provide essential services to address the needs and emergencies of their citizens; and

**WHEREAS**, county government is already struggling to meet the demands of under-funded and unfunded state mandates such as indigent health care and indigent defense and federal mandates such as the Help America Vote Act and the Clean Air Act; and

**WHEREAS**, the demands on county budgets continue to increase including health care, motor fuel, road materials, and all other products and services purchased by counties; and

**WHEREAS**, artificial appraisal caps or revenue caps will result in a shift of taxes from rapidly appreciating properties to those remaining relatively stable in value and to all non-residential properties; and

**WHEREAS**, appraisal caps or revenue caps will not necessarily result in a reduction of property taxes but will result in a severe impact on county services; and

**WHEREAS**, undermining a property tax system based upon fair market value is questionable public policy and will result in a distorted, inequitable taxation scheme under which identical homes could be taxed at vastly different amounts; and

**WHEREAS**, it would be inequitable for the Texas Legislature to impose additional revenue caps on local governments without imposing similar caps on state government and repealing and prohibiting state unfunded mandates;

**NOW THEREFORE, BE IT RESOLVED** that the Commissioners Court of Jefferson County, Texas does hereby express its opposition to efforts to limit local control and does hereby oppose any attempts to impose revenue caps or appraisal caps upon Texas counties, and the Commissioners Court of Jefferson County, Texas expresses its deep appreciation to all legislators who oppose these unsound measures.

Signed this the 19th day of September, 2016.

*Jeff Branick*  
JUDGE JEFF R.BRANICK  
County Judge

*Eddie Arnold*  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

*Brent A. Weaver*  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

*Mike Sinegal*  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

*Everette D. Alfred*  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4





Mr. Ernest Clement  
Jefferson County Engineering  
Engineering Specialist  
Jefferson County Courthouse  
1149 Pearl Street, 5<sup>th</sup> Floor  
Beaumont, Texas 77701

RE: Antiquities Permit Application for the Proposed East to West Turnaround Project, Florida Gas Transmission Company

Dear Mr. Clements:

Florida Gas Transmission Company, LLC (FGT) requests that we conduct cultural resources investigations related to the proposed East to West Turnaround Project (Project). The proposed Project spans portions of properties owned by state and or a subdivision of the state or county and will require an archaeological assessment for compliance to Federal Energy Regulatory Commission guide lines. No artifacts will be collected during the survey. Enclosed is the scope of work and antiquities permit application.

Should you have any questions or comments please contact me at 580-504-0153 or email me at [emerson@brightok.net](mailto:emerson@brightok.net).

Sincerely,

A handwritten signature in cursive script that appears to read "Larry Emerson".

Larry Emerson  
Senior Right of Way Agent  
Wood Group Mustang  
4803 Plaza Blvd., Suite B  
Odessa, Texas 79762  
580.504.0153  
[emerson@brightok.net](mailto:emerson@brightok.net)  
Representing: Florida Gas Transmission Company



## ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

## II. PROJECT DESCRIPTION

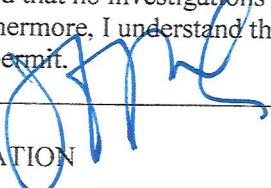
Proposed Starting Date of Fieldwork 09/07/2016Requested Permit Duration 2 Years 0 Months (1 year minimum)Scope of Work (Provided an Outline of Proposed Work) Phase I cultural resources survey scope of work attached

## III. CURATION &amp; REPORT

Temporary Curatorial or Laboratory Facility Burns & McDonnellPermanent Curatorial Facility TARL

## IV. LAND OWNER'S CERTIFICATION

I, \_\_\_\_\_, as legal representative of the Land Owner, \_\_\_\_\_, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.

Signature  Date 9.19.16

## V. SPONSOR'S CERTIFICATION

I, \_\_\_\_\_, as legal representative of the Sponsor, \_\_\_\_\_, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## VI. INVESTIGATOR'S CERTIFICATION

I, \_\_\_\_\_, as Principal Investigator employed by \_\_\_\_\_ (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

## FOR OFFICIAL USE ONLY

Reviewer \_\_\_\_\_ Date Permit Issues \_\_\_\_\_  
 Permit Number \_\_\_\_\_ Permit Expiration Date \_\_\_\_\_  
 Type of Permit \_\_\_\_\_ Date Received for Data Entry \_\_\_\_\_

Texas Historical Commission  
 Archeology Division  
 P.O. Box 12276, Austin, TX 78711-2276  
 Phone 512/463-6096  
 www.thc.state.tx.us  
 5/17/16



TEXAS  
 HISTORICAL  
 COMMISSION

*The State Agency for Historic Preservation*

## II. OWNER (OR CONTROLLING AGENCY)

Owner Jefferson County Drainage District 7Representative Ralph MitchelAddress 4401 9th AvenueCity/State/Zip Port Arthur, TX 77642Telephone (include area code) 409-985-4369 Email Address \_\_\_\_\_Owner City of Port Arthur

Representative \_\_\_\_\_

Address P.O. Box 1089City/State/Zip Port Arthur, TX 77642

Telephone (include area code) \_\_\_\_\_ Email Address \_\_\_\_\_

Owner County of Jefferson

Representative \_\_\_\_\_

Address 1149 Pearl StreetCity/State/Zip Beaumont, TX 77701

Telephone (include area code) \_\_\_\_\_ Email Address \_\_\_\_\_

Owner Lower Neches Valley AuthorityRepresentative Kevin GomezAddress 6790 Bigner RoadCity/State/Zip Beaumont, TX 77708Telephone (include area code) 409-892-4011 Email Address kevin.gomez@lnva.dst.tx.usOwner Neches Canal CompanyRepresentative Kevin GomezAddress 6790 Bigner RoadCity/State/Zip Beaumont, TX 77708Telephone (include area code) 409-892-4011 Email Address kevin.gomez@lnva.dst.tx.us

## **CULTURAL RESOURCES RESEARCH DESIGN FOR PROPOSED PORT ARTHUR LATERAL AND MOTIVA DELIVERY POINT, EAST TO WEST TURNAROUND PROJECT**

Florida Gas Transmission Company, LLC (FGT) contracted Burns & McDonnell Engineering Inc. (Burns & McDonnell) to perform a cultural resources background review for the proposed Project and to assist them with fulfilling their obligations to consider potential effects to cultural resources under applicable state and federal laws. The lead federal agency is the Federal Energy Regulatory Commission (FERC). Due to their oversight, the project is subject to Section 106 of the National Historic Preservation Act (NHPA).

### **PROJECT DESCRIPTION**

FGT proposes to construct approximately 11.1 miles of 16-inch diameter delivery lateral pipeline and M&R facilities for the Port Arthur to Motiva Lateral and Delivery Point, in Jefferson County, Texas (Figure 1).

The Project will allow FGT to flow gas on the FGT Mainline both east and west and to receive and deliver gas into multiple points in Texas and Louisiana. The purpose of the project is to provide new capacity of 275,000 MMBtu/d of gas to the Port Arthur to Motiva.

The Area of Potential Effects (APE) for archaeology and architectural history is includes 150 feet on each side of the proposed pipeline centerline, resulting in a total survey corridor width of 300 feet. The depth of the APE associated with the pipeline will be approximately 8 feet deep. Additionally, the APE for the M&R station will measure approximately 200 by 300 feet with an APE depth of approximately 8 feet.

### **ARCHAEOLOGICAL SURVEY METHODS**

Burns & McDonnell proposes to conduct archaeological survey of the Port Arthur to Motiva APE including the proposed pipeline lateral and M&R station footprint (Figure 1).

All the project's APE will be examined via pedestrian survey along three transects within the 300-foot survey corridor at 30-meter intervals. Shovel tests will be excavated in areas with ground surface visibility (GSV) below 30% to a depth where pre-Holocene sterile substrates are encountered or to a depth of 75-100 centimeters (cm). Where clay soils are encountered, the shovel tests will be excavated to a depth of 30 cm. All soil matrices will be screened through  $\frac{1}{4}$ -inch mesh hardware unless the matrix is dominated by clay. Clayey matrix will be hand-sorted and visually inspected. All of the shovel tests will be back-filled immediately after inspection. Additional shovel tests will be excavated to further delineate and define any archaeological sites identified during survey. Shovel test locations will be recorded on Global Positioning System (GPS). Sites will be given a temporary designation in the field and recorded using a Global Positioning System (GPS), and a site form will be submitted to the Texas Archaeological Research Laboratory (TARL) to request a site trinomial.

During field investigations, observations will be made to locate and evaluate landscape elements that might contain deeply buried cultural materials. Natural levees, modern floodplain, terrace sequences, areas near oxbows, and micro-relief topographic high points within the floodplains will be identified and selectively shovel tested. Based on these geomorphological observations, and shovel testing results, mechanical trenches will be excavated at 50 to 100-meter intervals on these landforms and floodplain features.

**I. UTM Coordinates**

<u>Parcel PAL-JF-0015.000 -</u>	Zone 15	E 404342	N 3308533
Parcel PAL-JF-0018.000 -	Zone 15	E 403436	N 3309411
Parcel PAL-JF-0022.000 -	Zone 15	E 402684	N 3310466
Parcel PAL-JF-0025.000 -	Zone 15	E 401981	N 3311071
Parcel PAL-JF-0026.000 -	Zone 15	E 401838	N 3311196
Parcel PAL-JF-0029.003 -	Zone 15	E 400499	N 3312354
Parcel PAL-JF-0033.000 -	Zone 15	E 400017	N 3312330

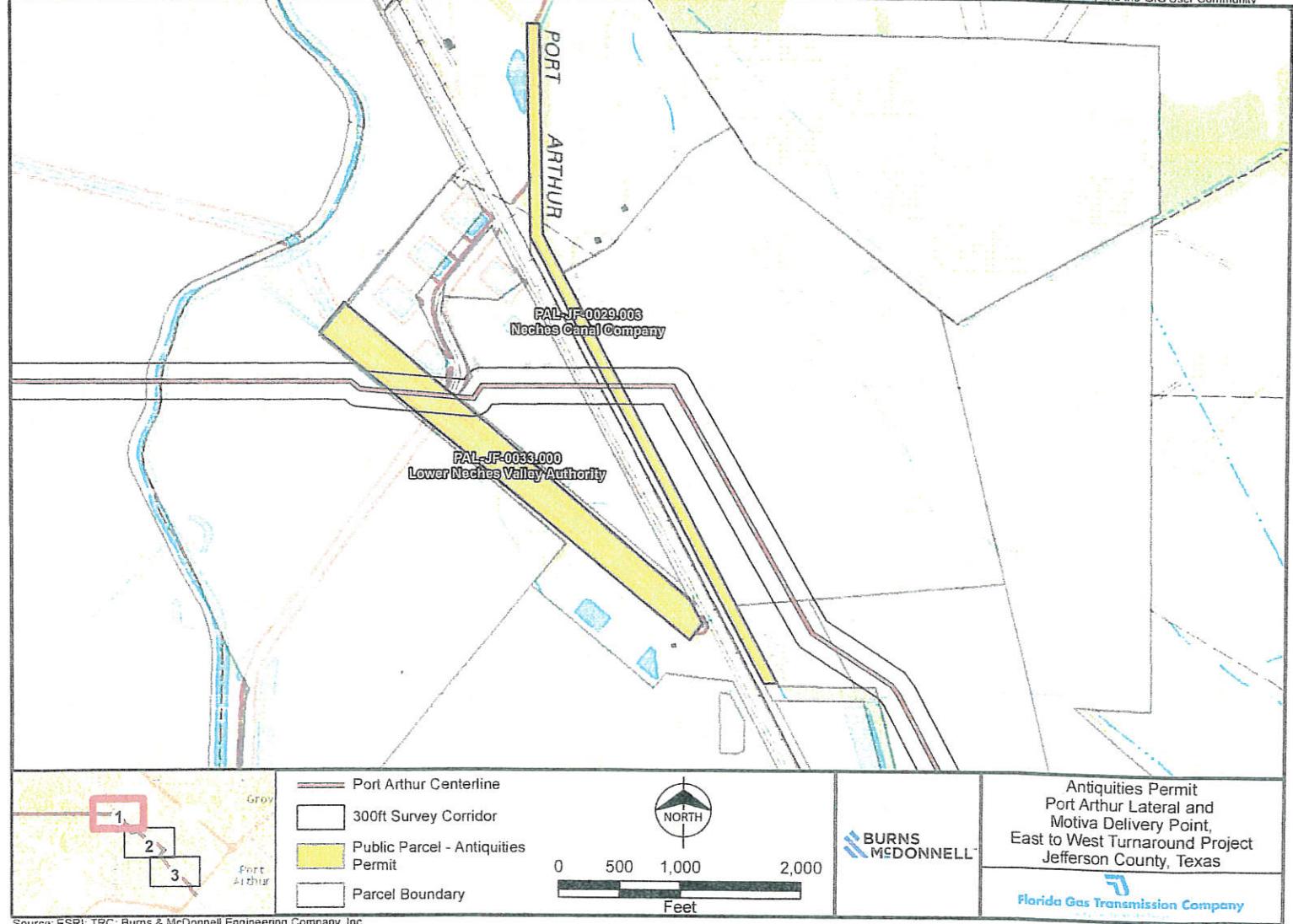
**Location**

Parcel PAL-JF-0015.000 -	Port Arthur Canal, north of SH 73, Port Arthur
Parcel PAL-JF-0018.000 -	North and east of Port Arthur Canal, north of SH 73, Port Arthur
Parcel PAL-JF-0022.000 -	Northeast of Davis Ave and southwest of SH 365, Port Arthur
Parcel PAL-JF-0025.000 -	Northwest of SH 365 and northeast of Louisiana Ave, Port Arthur
Parcel PAL-JF-0026.000 -	Northwest of SH 365 and northeast of Louisiana Ave, Port Arthur
Parcel PAL-JF-0029.003 -	Port Arthur Canal, northeast of SH 93, Port Arthur
Parcel PAL-JF-0033.000 -	Gallier Canal, southwest of SH 93, Port Arthur

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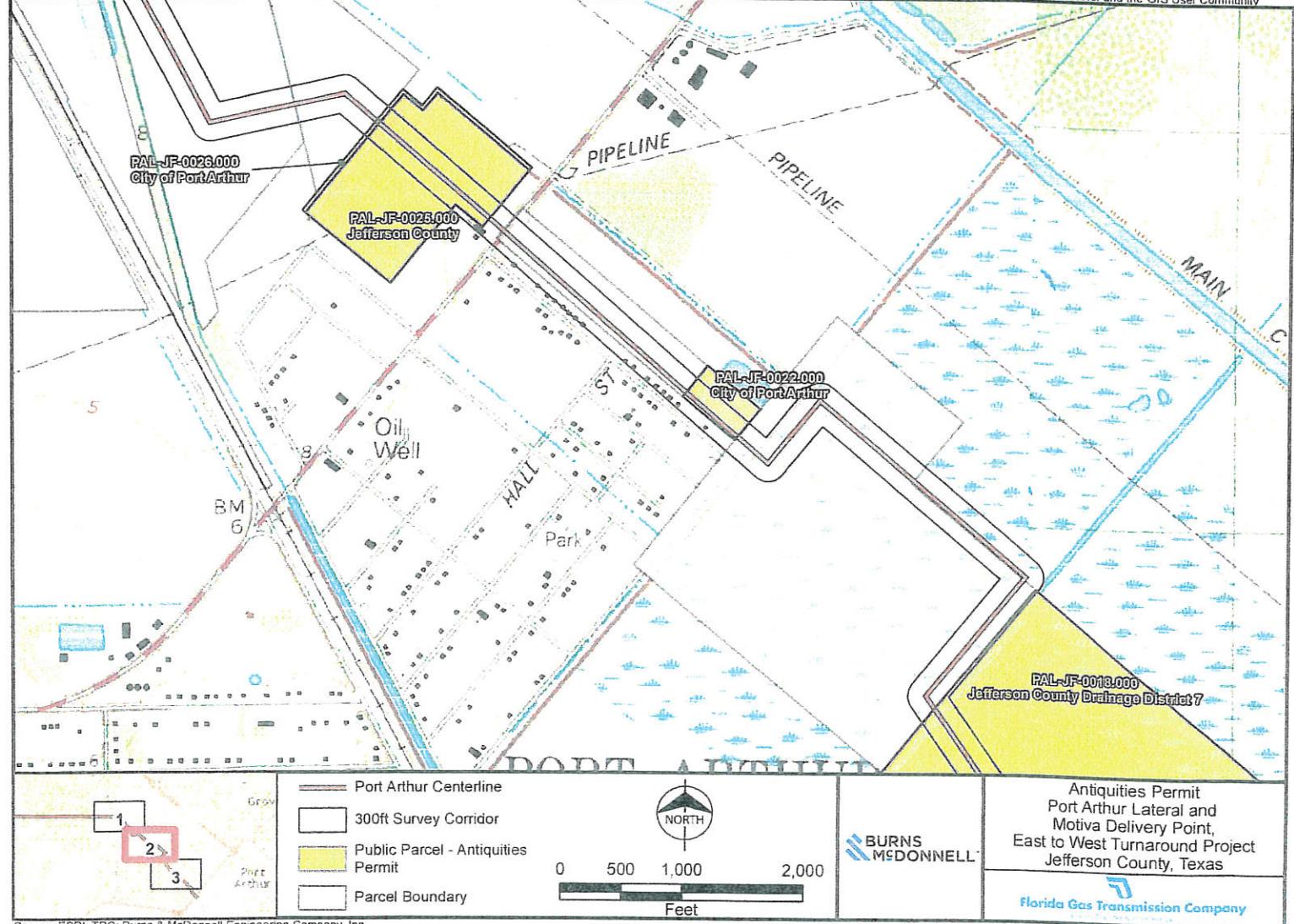
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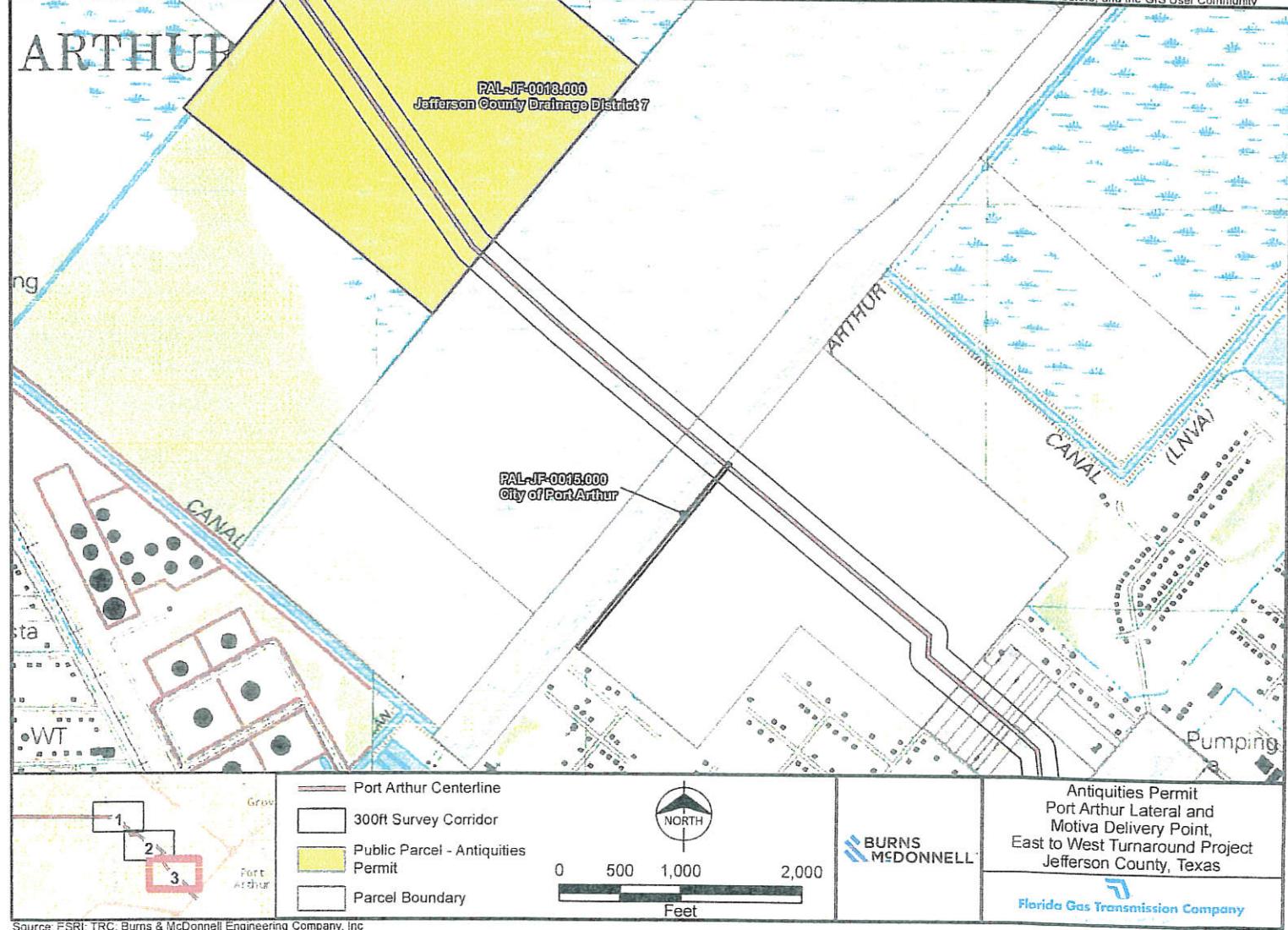
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## Ernest Clement

---

**From:** Larry Emerson [emerson@brightok.net]  
**Sent:** Thursday, September 08, 2016 8:31 AM  
**To:** eclement@co.jefferson.tx.us  
**Subject:** Emailing: Jefferson County Engineering

**Attachments:** Jefferson County Engineering.pdf



Jefferson County  
Engineering.p...

Mr. Clement,

I appreciate you seeing me last week on short notice. I have attached a letter to go with the application for approval on the next court date.  
Please let me know if you need anything from me.  
Thank you for your time.

Sincerely,

Larry Emerson  
Senior Right of Way Agent  
Wood Group Mustang  
Cell: 580.504.0153  
e-mail: emerson@brightok.net  
Representing Florida Gas Transmission Company

Permit No. 08-11-16Precinct No. 3

NOTICE OF PROPOSED PLACEMENT OF  
PUBLIC UTILITY LINE/COMMON CARRIER PIPELINE WITHIN  
JEFFERSON COUNTY RIGHT-OF-WAY  
(2003 REVISION)

Date SEPTEMBER 6, 2016

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

Trinity Bay Conservation District (Company) does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of Potable Water line, location of which is fully described as follows: *6" PVC water service line along County line Road from Highway 73 to approximately 450 feet north of Rollins Road.*

7 pages of drawings attached.

Construction will begin on or after September 13, 2016.

It is understood that all work will comply with the requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on 2003, and all subsequent revisions thereof to date.

Company Trinity Bay Conservation District

By Jerry Shadden

Title General Manager

Address P.O. Box 599

Stowell, Texas 77661

Telephone 409-296-3602

Fax No. 409-296-1055

### Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situation where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at 9409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

### Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

### Exiting Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

## **GENERAL PRINCIPLES**

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance or repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utilities is necessitated by the improvement of a county road, such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

# UTILITY AND COMMON CARRIER PIPELINE POLICY

## GENERAL REQUIREMENTS

### Who Must Apply

Any person, company corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

### Application

The applicant must complete, in quintuplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5<sup>th</sup> Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

### Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
  1. It is a common carrier; and,
  2. It serves a public purpose; and,
  3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its proposed pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

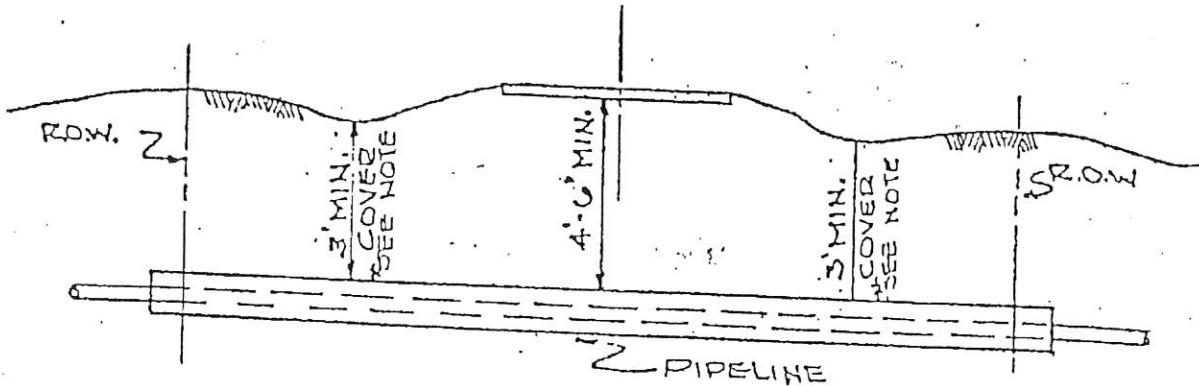
## FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

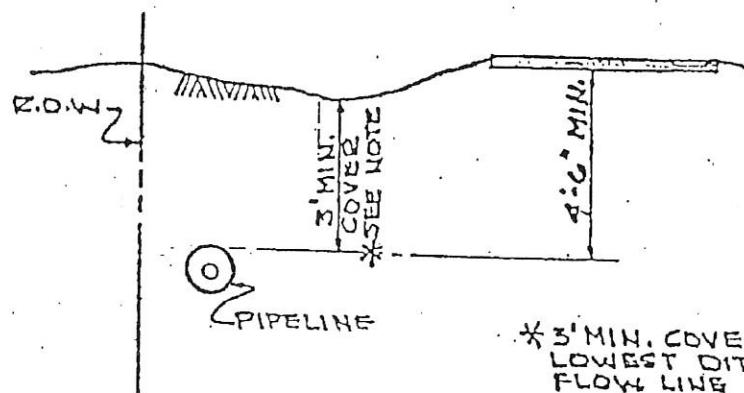
<u>N/A</u> road crossing @ \$100.00	\$ <u>N/A</u>
<u>N/A</u> miles parallel @ \$150.00/mile or fraction	\$ <u>N/A</u>
TOTAL	\$ <u>N/A</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.



NOTE: CASING TO EXTEND 10' OUTSIDE ROW EACH SIDE OF ROAD.

## 1. STANDARD PIPELINE CROSSING



\* 3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

## 2. STANDARD PARALLEL LINE

JEFFERSON COUNTY ENGINEERING DEPARTMENT	
PIPELINE DETAILS (STD.)	
12-7-79	NO SCALE

## ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

Darly M. Rio  
Director of Engineering

September 12, 2016  
Date

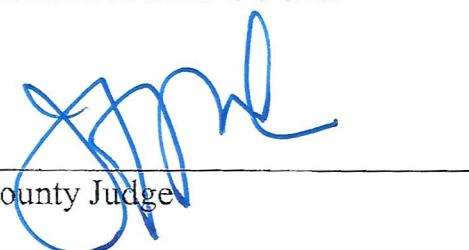
## COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A. Special conditions of construction (are/are not) attached hereto.

## COMMISSIONERS COURT

By \_\_\_\_\_

County Judge



**LJA Engineering, Inc.**

3120 Fannin Street      Phone      409.833.3363  
 Beaumont, Texas 77701      Fax      409.833.0317  
[www.ljaengineering.com](http://www.ljaengineering.com)      TBPE № F-1386

September 7, 2016

Don Rao, Director  
 Jefferson County Engineering Department  
 1149 Pearl Street  
 5<sup>th</sup> Floor  
 Beaumont, TX 77701

Re:    Trinity Bay Conservation District  
 Request of Approval  
 Water Line along County Line Road

Dear Mr. Rao:

This letter is written on the behalf of Jerry Shadden, General Manger of the Trinity Bay Conservation District (TBCD). TBCD is requesting approval from Jefferson County to install a 6" PVC water line within Jefferson County's public road right-of-way (ROW). This water line will be installed as to provide water service along County Line Road from State Highway 73 to approximately 450 feet north of Rollins Road.

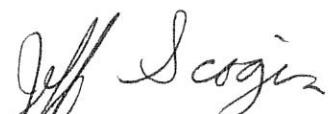
The proposed construction of the 6" PVC water line shall adhere to the specifications as shown in Jefferson County's "Utility and Common Carrier Pipeline Policy". The proposed utilities to be installed shall be constructed with a minimum of three (3) feet of cover.

If you should have any questions or comments, please contact LJA Engineering to discuss.

Sincerely,

**LJA ENGINEERING, INC.**

*Consulting Engineers – Planners - Surveyors*

  
 Jeff Scogin

Project Manager

### Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the applicant has failed to comply with the directions of Commissioners' Court, or the County Engineer or his representatives, or to comply with the rules of Jefferson County to perform or cause to be performed, at the remedy such conditions or provide compliance with such directions.

## SPECIFICATIONS

### General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representative find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Notice" until such time as said defects are corrected.

### Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum of three (3) feet must be provided under road ditches.

Uncased, protected pipelines must have a minimum cover of five (5) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or required relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determine by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2' below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
  1. Dirt, Shell or Gravel Surface The original surface shall e replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
  2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
  3. Concrete Surface The original surface shall be replaced with a 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must e accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

#### Lines paralleling Method of Placement

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the applicant shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

#### Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

#### Inspection Notice

The applicant will notify County Engineer, at (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinued for more than 5 working days.

#### Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

#### Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

#### Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

#### Application Fee

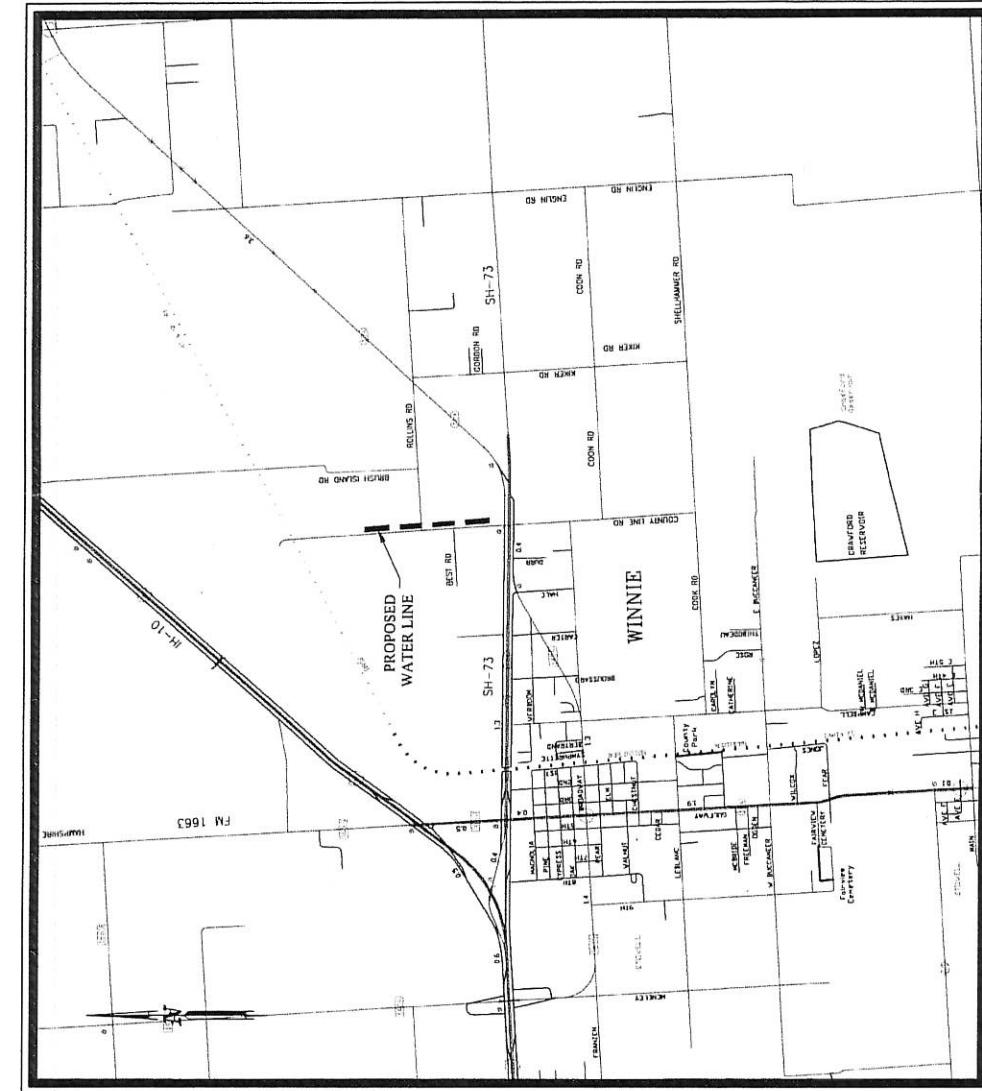
The common carrier application fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

#### **ROUTE MAP**

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

# TRINITY BAY CONSERVATION DISTRICT

## COUNTY LINE ROAD WATER IMPROVEMENTS



### TRINITY BAY CONSERVATION DISTRICT

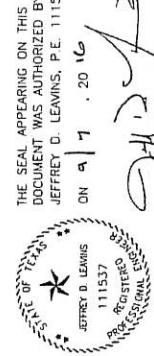
#### BOARD OF DIRECTORS:

JEFFREY JENKINS	PRESIDENT
GREG TURNER	VICE PRESIDENT
DOROTHY HAMILTON	SECRETARY
TOMMY GILBERT	MEMBER
MICHAEL WINZER	MEMBER
JERRY SHADDEN	GENERAL MANAGER

#### APPROVED

LJA ENGINEERING, INC.

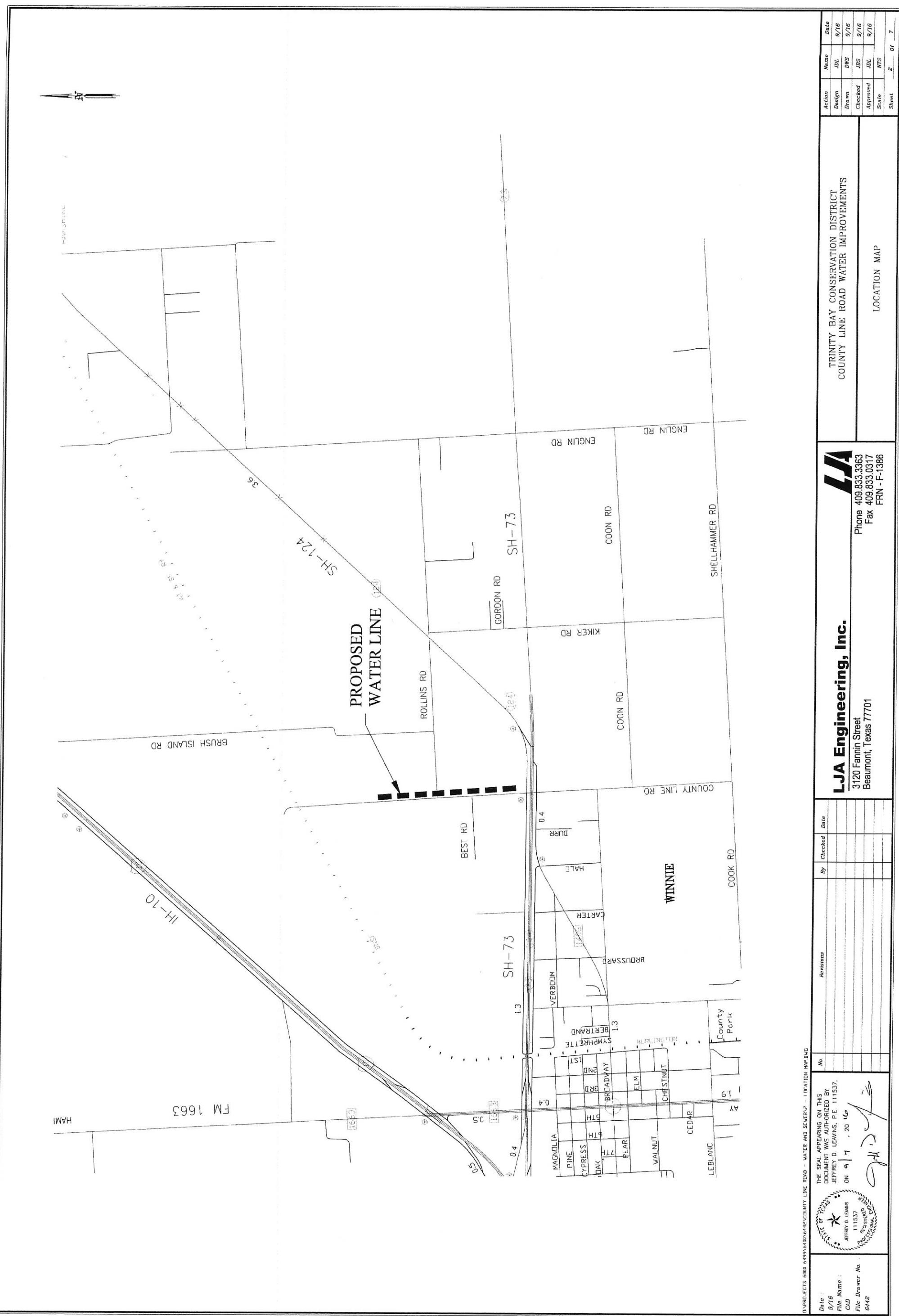
BY: JEFFREY D. LEAVINS, P.E. NO. 111537 DATE: 20 10 2016



PROJECT LOCATION  
NTS

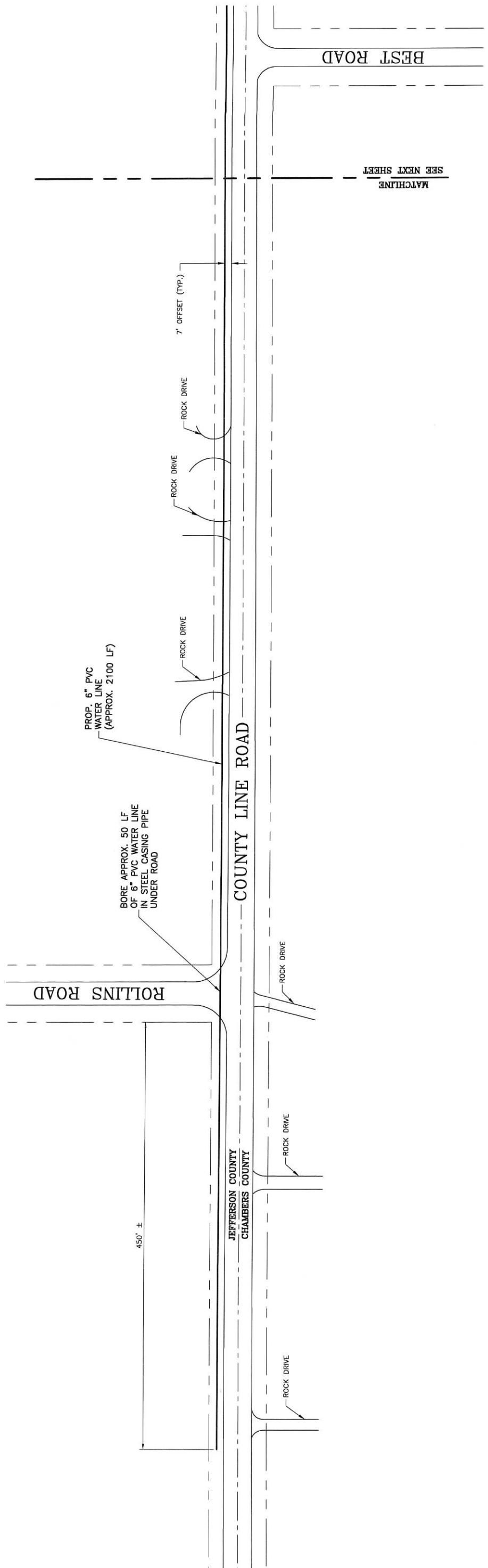
PREPARED BY:

**LJA ENGINEERING, INC.**  
CONSULTING ENGINEERS  
BEAUMONT, TEXAS  
Texas Registered Engineering Firm F-001054  
SEPTEMBER 2016





SCALE: 1"=50'

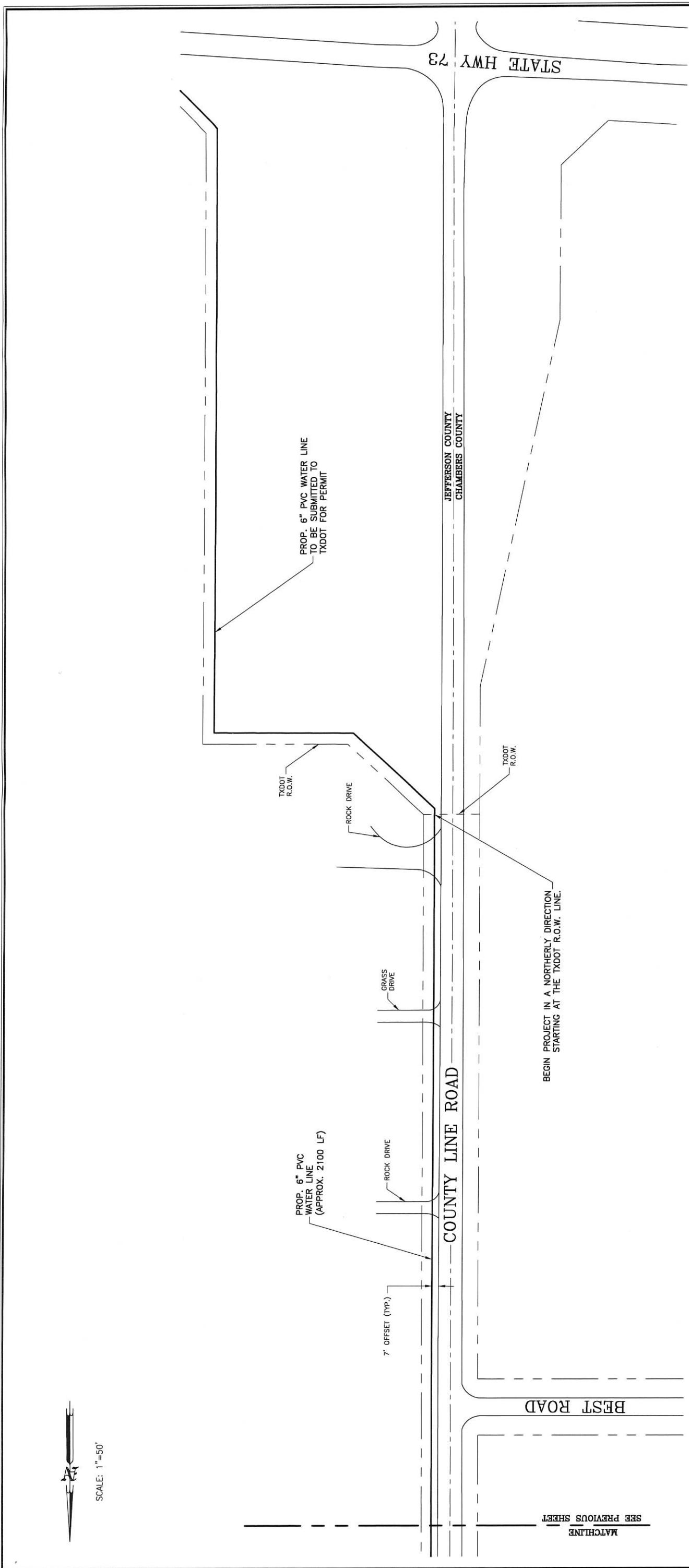


Date : 9/16	File Name : CAD	File Dwg No. : 6442	Action : Design	Name : JDL	Date : 9/16
			Drawn	DWS	9/16
			Checked	JBS	9/16
			Approved	JDL	6/16
			Scale	AS SHOWN	
			Sheet	4	of 7

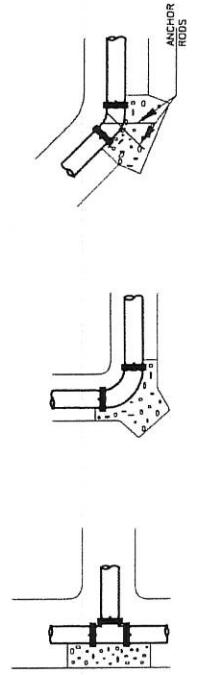
**LJA Engineering, Inc.**  
3120 Fannin St  
Beaumont, Texas  
FRN - F-1386

Phone 409.833.3363  
Fax 409.833.0317

THE SEAL APPEARING ON THIS  
DOCUMENT WAS AUTHORIZED BY  
JEFFREY D. LEAVINS, P.E. 111537,  
ON 9/1/16  
111537  
PROFESSIONAL ENGINEER  
JEFFREY D. LEAVINS



Date:	No.	Revisions	By	Checked	Date:
9/16					9/16
File Name:					DWS
CAD					9/16
File Drawer No.:					JBS
6442					9/16
PROPOSED WATER LINE PLAN SHEET					
AS SHOWN					
Sheet 5 of 7					



45° FITTING

90° FITTING

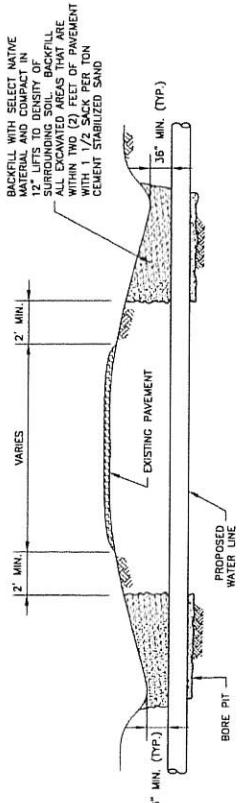
TEE FITTING

FITTING	PIPE SIZE (IN)	BEARING SURFACE (SF)	SIZE
90° BEND	6 & 8	9.5	3' x 3'
45° BEND	6 & 8	5.1	2.5' x 2.5'
22.5° BEND	6 & 8	2.6	1.6' x 1.6'
TEE, VALVE, OR PLUG	6 & 8	6.7	2.6' x 2.6'

- Areas shown are based on a soil bearing value of 1500 psf and a pipe thrust with 200 psi test pressure.
- The Contractor shall be responsible for verifying the soil bearing value for the soil encountered.
- Thrust blocks shall be cast against undisturbed soil using 2500 psi concrete.
- Joints shall not be encased in concrete.
- All anchor rods, mechanical joint nuts and bolts, and restraining flange nuts and bolts shall be coated with coal tar epoxy.
- Underground pipe clamps in conjunction with concrete thrust blocking shall be used where required. Subject piping prevents normal thrust blocking methods. Such clamps shall be of no extra cost to owner.

### TYPICAL THRUST BLOCKING

NTS



### TYPICAL ROAD BORE AND DRIVEWAY BORES

NTS

Action	Name	Date
Design	JDL	9/16
Dra wn	DWS	9/16
Checked	JDS	9/16
Approved	JDL	9/16
Scale	AS SHOWN	
Sheet	6 — or 7	

**LJA Engineering, Inc.**

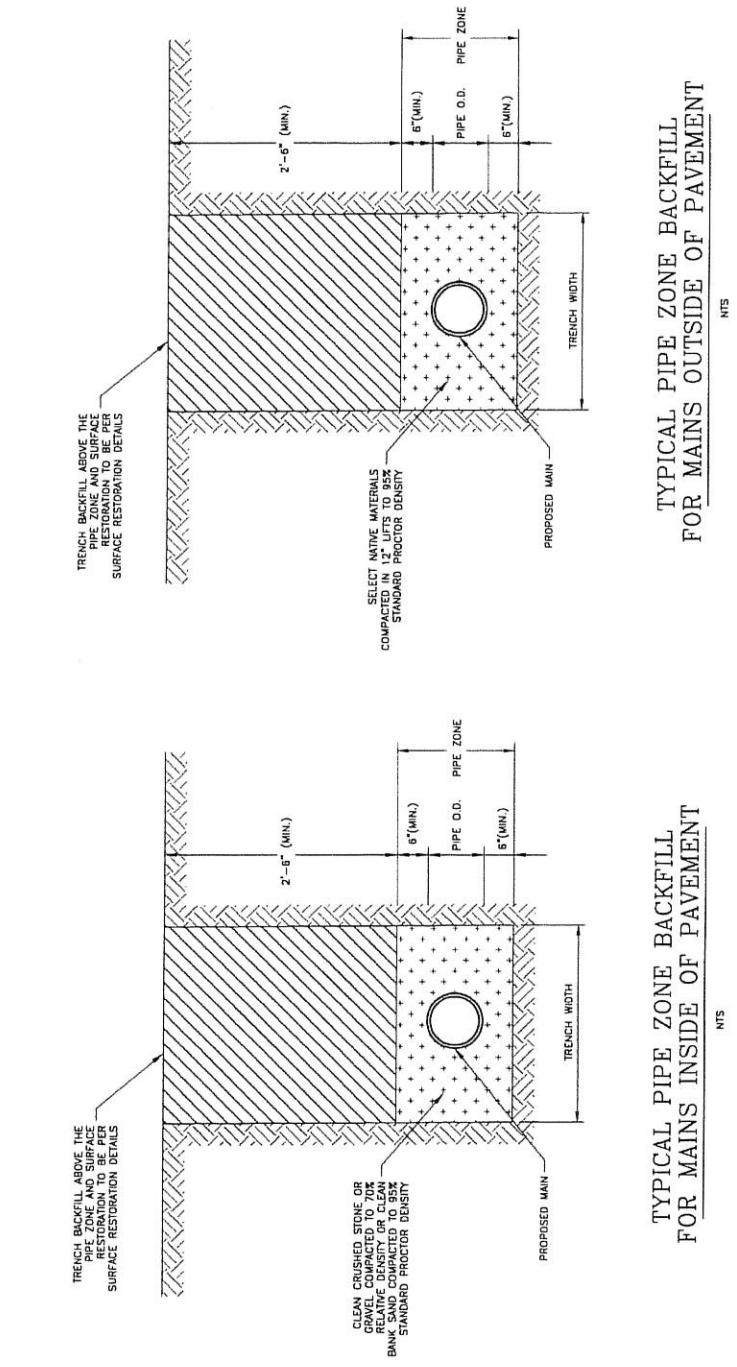
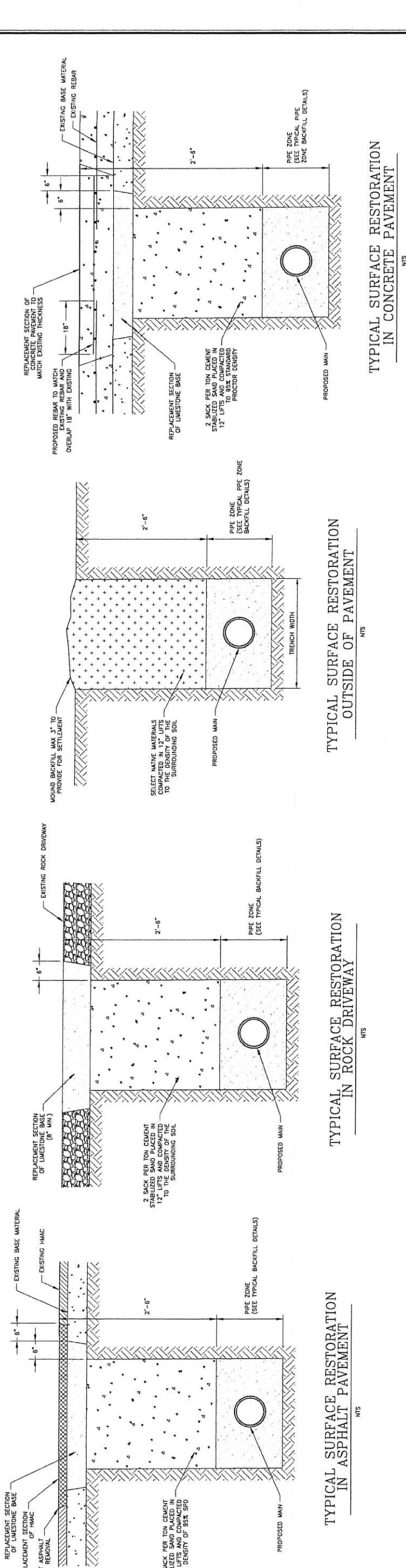
3120 Fannin St  
Beaumont, Texas  
FRN - F-1386

Phone 409.833.3363  
Fax 409.833.0317

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY  
JEFFREY D. LEAVINS, P.E. 1111537  
ON 9/1/16

JEFFREY D. LEAVINS  
1111537  
REGISTERED ENGINEER  
NATIONAL ENGINEERING

9/16  
File Name : CAD  
File Drawn No : 6442



 <b>LJA Engineering, Inc.</b>		TRINITY BAY CONSERVATION DISTRICT	
		COUNTY LINE ROAD WATER IMPROVEMENTS	
		TRENCH DETAILS	
Date 9/16	Revisions	By	Date 9/16
File Name : C.D.	No.	Checked	
File Drawer No : 8442	Revisions	By	
JEFFREY D. LEAVINS, P.E. 111537, ON 9/17, 2016		Checked	
		Approved	9/16
		Scale	AS SHOWN
		Sheet	7 of 7
		Phone 409.833.3363 Fax 409.833.0317 3120 Fannin St Beaumont, Texas FRN - F-1386	



# JEFFERSON COUNTY SHERIFF'S OFFICE

## SHERIFF G. MITCH WOODS

CHIEF TIM SMITH  
*LAW ENFORCEMENT*

CHIEF GEORGE MILLER  
*CORRECTIONS*

CHIEF MARK DUBOIS  
*SERVICES*

CHIEF RON HOBBS  
*NARCOTICS*

**DATE:** September 13, 2016

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

**FROM:** Chief Mark Dubois

**RE:** Donation for Life Saving Equipment

Please consider and approve acceptance of a donation to the Sheriff's Department from Buna ISD Elementary School to be deposited in the Law Officer Training Grant fund in memory of Chadd Daniel Burke. The Department will use the money received for life saving equipment (floatation devices and ropes) for patrol vehicles. The amount of the donation is \$637.00.

Feel free to contact me if you have any questions.

Thanks,

Mark Dubois  
Deputy Chief, Services  
835-8734



# BUNA ELEMENTARY SCHOOL

P.O. BOX 1087, BUNA, TEXAS 77612-1087  
 DR. STEVE HYDEN, SUPERINTENDENT

Pete Bond, Principal  
 Julie Motomura, Assistant Principal  
 Rachelle Peters, Counselor

Phone: 409-994-4840  
 Fax: 409-994-5728  
 Website: [www.bunaisd.net](http://www.bunaisd.net)

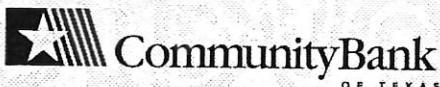
8-22-16

This donation is made on behalf of Buna Elementary School  
 in the memory of  
 Chadd Daniel Burke.

Your efforts to save him are greatly appreciated.

Thank you for ALL you do.  
 The staff at Buna Elementary

**WARNING – THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES**



**Cashier's Check**

Date: 8/19/16

**185918**

REMITTER BUNA ISD ELEMENTARY

**PAY  
TO THE  
ORDER OF**

EXACTLY \*\*637 AND 00/100 DOLLARS  
 JEFFERSON COUNTY SHERIFF'S DEPT.  
 MARINE RESCUE DIVISION

**\$637.00**

Branch: 0002



Dianne Arthur

**THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES – SEE BACK FOR DETAILS**

100000 185918 1131119830 012211



# JEFFERSON COUNTY SHERIFF'S OFFICE

## SHERIFF G. MITCH WOODS

CHIEF TIM SMITH  
*LAW ENFORCEMENT*

CHIEF GEORGE MILLER  
*CORRECTIONS*

CHIEF MARK DUBOIS  
*SERVICES*

CHIEF RON HOBBS  
*NARCOTICS*

**DATE:** September 13, 2016

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

**FROM:** Chief Mark Dubois

**RE:** Donation for Life Saving Equipment

Please consider and approve acceptance of a donation to the Sheriff's Department from Dan and Dana Burke to be deposited in the Law Officer Training Grant fund in memory of Chadd Daniel Burke. The Department will use the money received for life saving equipment (floatation devices and ropes) for patrol vehicles. The amount of the donation is \$5,600.00.

Feel free to contact me if you have any questions.

Thanks,

Mark Dubois  
Deputy Chief, Services  
835-8734

DAN R. BURKE  
DANA J BURKE  
P. O. BOX 329  
BUNA, TX 77612-0329

8/31/16

5690  
35-1054/1130  
18370

Pay to the  
Order of

Jefferson Co Sheriff Dept \$ 5,600.00  
Five thousand six hundred and ~~7~~ 100 Dollars

Security  
Features  
Details on  
Back

**BBVA Compass**

Compass Bank  
Buna, TX

For Donation Chad Burke Dana Burke

1130105470 000018099810 5690

Handwritten

**Special, September 19, 2016**

There being no further business to come before the Court at this time, same is now here adjourned on this date, September 19, 2016