

SPECIAL, 4/24/2017 1:30:00 PM

BE IT REMEMBERED that on April 24, 2017, 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 Zena Stephens, Sheriff (ABSENT)

Chief Charlie Porter

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

Theresa Goodness, Chief Deputy

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

Notice of Meeting and Agenda and Minutes
April 24, 2017

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
April 24, 2017**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **24th** day of **April 2017** 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 § 551.071 for the purpose of receiving information from its counsel regarding pending or contemplated litigation.

INVOCATION: Eddie Arnold, Commissioner, Precinct One

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

PURCHASING:

1. Receive and file bids for (IFB 17-010/YS), Term Contract for Crushed Slag (Gr. 1, Type D, Class 2) and Asphalt Products for Jefferson County.

SEE ATTACHMENTS ON PAGES 10 - 68

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

2. Consider and approve specifications for Request for Proposal (RFP 17-013/YS), Operation and Installation of Shoe Shine Concession for Jefferson County.

SEE ATTACHMENTS ON PAGES 69 - 105

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

3. Rescind award and terminate contract for (IFB 17-006/YS), Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District with Original Food Co., LLC.

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

4. Re-award (IFB 17-006/YS), Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District, Item No. 10, Duet Adulticide (275 gallon steel containers) in the amount of \$138.60 per gallon, to Clarke Mosquito Control Products, Inc., as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 106 - 107

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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5. Consider and approve, execute, receive and file Motorola Services Annual Agreement for the Countywide 800 MHz Radio System in the amount of \$712,990.56 from 05/01/2017 to 04/30/2018. This is in accordance with HGAC Agreement RA01-08. Port Security Grant will pay for 75% (federal share) which was awarded to the City of Beaumont with the remaining 25% (local share) of the cost will be shared by all local entities in Jefferson, Hardin and Orange Counties.

SEE ATTACHMENTS ON PAGES 108 - 136

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY AIRPORT:

6. Consider and possibly approve a grant to the City of Port Arthur a drainage easement on airport property adjacent to FM Hwy 365.

SEE ATTACHMENTS ON PAGES 137 - 150

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:

7. Consider and approve budget transfer - Service Center - additional cost for repairs to fuel pump.

120-8095-417-4011	EQUIPMENT- MISCELLANEOUS	\$3,000.00	
120-8095-417-3037	GASOLINE		\$3,000.00

SEE ATTACHMENTS ON PAGES 151 - 151

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

8. Receive and file Financial & Operating Statements - County Funds Only for the Month Ending February 28, 2017.

SEE ATTACHMENTS ON PAGES 152 - 166

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

9. Regular County Bills - check #432627 through checks #432846.

SEE ATTACHMENTS ON PAGES 167 - 175

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY CLERK:

10. Receive and file executed Master Agreement, Support Renewal & Server Tech Refresh, HIPA Plus Hosting Renewal, and Service Level Agreement between Jefferson County and Thomson Reuters Inc. for the County Clerk's Imaging System. These Agreements were approved by Commissioners' Court on April 10, 2017.

SEE ATTACHMENTS ON PAGES 176 - 218

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY COMMISSIONERS:

11. Consider and possibly approve a Proclamation for Relay for Life on behalf of the American Cancer Society.

SEE ATTACHMENTS ON PAGES 219 - 219

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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12. Consider and possibly approve a Proclamation for National County Government Month.

SEE ATTACHMENTS ON PAGES 220 - 220

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 Proclamation for Older Americans Month.

SEE ATTACHMENTS ON PAGES 221 - 221

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

14. Receive and file Certificate of Completion for Commissioner Michael S. Sinegal. Commissioner Sinegal has successfully completed the continuing education provisions for Article 81.0025 of the Texas Local Government Code for 2016. He will carry over 2 hours from the prior year into 2017.

SEE ATTACHMENTS ON PAGES 222 - 223

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

15. Consider and possibly approve a revised Resolution Designating authorized Signatories for Contractual Documents and Documents for Requesting Funds pertaining to the Texas Community Development Block Grant Program (TxCDBG) Contract No. 7216231.

SEE ATTACHMENTS ON PAGES 224 - 227

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

16. Consider, possibly approve, receive and file an Order Levying Taxes for Port of Port Arthur Navigation District of Jefferson County, Texas Unlimited Tax Port Improvement Bonds.

SEE ATTACHMENTS ON PAGES 228 - 237

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

17. Consider and possibly approve a Resolution for Fair Housing Month.

SEE ATTACHMENTS ON PAGES 238 - 238

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY TAX ASSESSOR-COLLECTOR:

18. Consider and possibly approve County to execute, receive, and file special deed. The property is owned by Jefferson County and the State of Texas. This ownership resulted from a judgment for taxes, Cause E-167792 and sheriff auction which occurred on August 11, 2016. The sale of this property is authorized by Section 34.05 of the Texas Property Tax Code.

SEE ATTACHMENTS ON PAGES 239 - 240

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY TREASURER:

19. Receive and File Investment Schedule for March, 2017, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 241 - 243

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

RISK MANAGEMENT:

20. Consider and possibly approve Mosquito Control Aircraft Liability Insurance renewal with Westchester Fire Insurance Company, effective April 24, 2017, for a flat annual renewal premium of \$12,000.00.

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

SHERIFF'S DEPARTMENT:

21. Consider and possibly adopt a Resolution recognizing Ritchie W. Droddy for 33 years and 10 months of dedicated service to the Jefferson County Sheriff's Office and wishes him well in his retirement.

SEE ATTACHMENTS ON PAGES 244 - 244

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

22. Consider and possibly adopt a Resolution recognizing Barbara J. Richard for her dedicated service to the Jefferson County Sheriff's Office and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 245 - 245

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

23. Consider and possibly adopt a Resolution recognizing Ralph W. Booker, Sr. for his dedicated service to the Jefferson County Sheriff's Office and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 246 - 246

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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Other Business:

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

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

Jeff R. Branick
County Judge

Bidder Information Form

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

Bid Name & Number: IFB 17-010/YS, Term Contract Crushed Slag (Gr. 1, Type D, Class 2) and Asphalt Products for Jefferson County

Bidder's Company/Business Name: Knife River Corporation - South

Bidder's TAX ID Number: 74-2656761

Contact Person: Albert Wamack **Title:** Sales Manager

Phone Number (with area code): 409-842-2100

Alternate Phone Number if available (with area code): 409-791-1792

Fax Number (with area code): 409-842-9393

Email Address: albert.wamack@kniferiver.com

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

PO Box 20257

Address

Beaumont, TX 77720

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:

Knife River Corporation - South

Company Name

For clarification of this offer, contact:

PO Box 20257

Address

Albert Wamack

Name

Beaumont, TX 77720

City

State

Zip

409-842-2100

Phone

409-842-9393

Fax

Signature of Person Authorized to Sign

albert.wamack@kniferiver.com

E-mail

Albert Wamack

Printed Name

Sales Manager

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Crushed Slag (Gr. 1, Type D, Class 2) and Asphalt Products for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 17-010/YS, Term Contract for Crushed Slag (Gr. 1, Type D, Class 2) and Asphalt Products for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

I. Crushed Slag -- Gr 1, Type D, Class 2			
A.	Truck Delivery -- Price F.O.B. delivered with freight prepaid and allowed by type of equipment indicated.	Limestone Base #247	
Crushed Slag -- price per ton delivered from vendor's hopper to job site		Price per Ton Tandem Dump	Price per Ton Trailer
1. 1-10 miles		\$27.00	\$26.00
2. 11-20 miles		\$27.50	\$26.50
3. 32-30 miles correction -21-30 miles		\$29.00	\$28.00
4. 31+ miles		\$32.00	\$31.00
B.	Hopper Pickup	Price Per Ton F.O.B. Truck Shipping Point	
Location:			
Hours of Hopper Operation:			

II. Asphalt Products -- Hopper Pick Up		
A.	Anionic -- Hopper must be within Jefferson County	Price Per Gallon F.O.B. Truck
1. Grade RS-2 (HVRs)		
2. Grade SS-1		
B.	Cationic Emulsions	
1. Grade AE-P		
Vendor's Shipping Point Address:		
Hours of Hopper Operation:		

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: City of Port Arthur

Address: PO Box 1089 Port Arthur, TX 77641

Contact Person and Title: Clifton Williams

Phone: 409-983-8160 Fax: 409-983-8291

Contract Period: 1 year Scope of Work: Road Materials

REFERENCE TWO

Government/Company Name: Allco

Address: PO Box 3684 Beaumont, TX 77704

Contact Person and Title: Brandon Harrison

Phone: 409-790-9464 Fax: _____

Contract Period: _____ Scope of Work: Road Materials

REFERENCE THREE

Government/Company Name: Oldcastle APAC

Address: PO Box 20779 Beaumont, TX 77720

Contact Person and Title: Scott Blanchard

Phone: 409-866-1444 Fax: _____

Contract Period: _____ Scope of Work: Road Materials

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Knife River Corporation - South

Bidder (Entity Name)

PO Box 20257

Street & Mailing Address

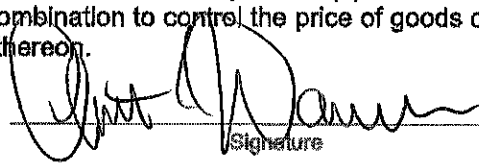
Beaumont, TX 77720

City, State & Zip

409-842-2100

Telephone Number

E-mail Address



Signature

Albert Wamack

Print Name

April 18, 2017

Date Signed

409-842-9393

Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 22, 84th Leg., Regular Session.</p> <p>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 176.008(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.008, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; margin-top: 10px;">Knife River Corporation - South</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-top: 10px;">_____ Name of Officer</p> <p>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.</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="margin-left: 40px;"> <input type="checkbox"/> Yes <input 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="margin-left: 40px;"> <input type="checkbox"/> Yes <input 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="margin-left: 40px;"> <input type="checkbox"/> Yes <input 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>4</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <p>_____ Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 35%;"> <p>_____ Date</p> </div> </div>		

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, 64th 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 style="text-align: center;">OFFICE USE ONLY</p> <p>Date Received _____</p>
1	Name of Local Government Officer	
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in Item 3	
5	<p>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>	
6	<p>AFFIDAVIT</p> <p style="text-align: center;">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>_____ 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 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 type="checkbox"/> No | 2. Notify 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 type="checkbox"/> No | 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

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

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

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

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: _____

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:	%
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Description of Subcontract Work to be Performed:

Printed Name of Contractor Representative	Signature of Representative	Date
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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: _____ **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

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): _____

Title: <https://doi.org/10.1016/j.jmb.2020.105320>

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 Knife River Corporation-South [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

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

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

"I, Albert Wamack am a duly authorized officer of/agent
(name)
for Knife River Corporation - South and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Knife River Corporation - South
(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."

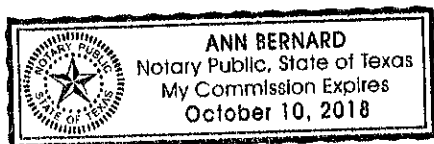
Name and address of bidder: Knife River Corporation - South, PO Box 20257 Beaumont, TX 77707


Fax: 409-842-9393 Telephone# 409-842-2100
by: Albert Wamack Title: Sales Manager
(print name)

Signature: 

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

this the 18th day of april, 2017.




Notary Public in and for
the State of TX

Bidder Shall Return Completed Form with Offer.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2017-193909

Date Filed:
04/18/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Knife River Corporation - South
 Beaumont, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Jefferson County

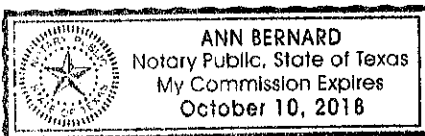
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB 17-010-YS
 Road Materials Crushed Slag Limestone Base

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kober, Bob	Bryan, TX United States	X	
	Kuntz, Dan	Bismark, ND United States	X	
	Christianson, Nancy	Bismark, ND United States	X	
	Barney, Dave	Bismark, ND United States	X	

5 Check only if there is NO Interested Party.**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

[Signature]
 Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Albert Warrack, this the 18th day of April, 2017, to certify which, witness my hand and seal of office.

[Signature]
 Signature of officer administering oath

Ann Bernard
 Printed name of officer administering oath

Sales Admin
 Title of officer administering oath



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2016

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 Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400	CONTACT NAME: PHONE (A/C, No., Ext): FAX (A/C, No.): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Liberty Mutual Fire Ins Co 23035 INSURER B : N/A N/A INSURER C : N/A N/A INSURER D : INSURER E : INSURER F :
---	---

J43750-CONCR-GAWU-17-18 2010 2037 KRBeau AI Y

INSURED
 Knife River Corporation
 P.O. Box 20257
 Beaumont, TX 77720

COVERAGES

CERTIFICATE NUMBER:

CHI-005760113-13

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2-641-005097-047	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Jefferson County is/are included as additional insured under general liability per the attached CG 2010 and CG 2037 endorsements and does not include professional liability coverage.

CERTIFICATE HOLDER

Jefferson County
 Attn: Deborah L. Clark
 1149 Pearl Street
 Beaumont, TX 77701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any persons or organizations for whom you have agreed in writing, prior to an "occurrence" or "offense" to provide additional insured status, and specifically requiring this version of the endorsement.	All locations as required in writing and agreed to prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any persons or organizations for whom you have agreed in writing, prior to an "occurrence" or "offense", to provide additional insured status, and specifically requiring this version of the endorsement.	All locations as required in writing, and agreed to prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

This endorsement is executed by the **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB2-641-005097-047

Audit Basis

Issued To

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End, Serial No.

Policy Number **TB2-641-005097-047**

Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
 MOTOR CARRIER COVERAGE PART
 GARAGE COVERAGE PART
 TRUCKERS COVERAGE PART
 EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
 SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule of certificate holders on file with the Company		90

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.



**KNIFE
RIVER**
AN MRC RESOURCES COMPANY

Knife River Corporation - South
PO Box 20257
Beaumont, TX 77720-0257

RECEIVED 10:31 AM APR 18 2017

RECEIVED



AN MRC RESOURCES COMPANY

Jefferson County Purchasing Dept.
1149 Pearl Street
Beaumont, TX 77701

IFB 17-010YS



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Invitation for Bids

March 20, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-010/YS, Term Contract Crushed Slag (Gr. 1, Type D, Class 2) and Asphalt Products for Jefferson County. **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 Crushed Slag (Gr. 1, Type D, Class 2) and Asphalt Products for Jefferson County

BID NO: IFB 17-010/YS

DUE DATE/TIME: 11:00 AM CDT, Tuesday, April 18, 2017

MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or 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.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – March 22, 2017 and March 29, 2017

IFB 17-010/YS
Term Contract Crushed Slag (Gr. 1, Type D, Class 2) and Asphalt
Products for Jefferson County
Bids due: 11:00 AM CDT, Tuesday, April 18, 2017

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Bid Submissions:

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission 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 response being declared as non-responsive.

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

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 1st 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.

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

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

All bids 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 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 – 2017:

January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President's Day
April 14	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veteran's Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year's

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

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and,

upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

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

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

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

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall 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 one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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

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

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, 7th 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; a copy of the policy wording or endorsement is required.

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

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

Minimum Insurance Requirements

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

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 8 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

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 17-010/YS.

Scope

Vendor shall provide Crushed Slag and Asphalt Products for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year with an option to renew for four (4) additional years beginning on or about Date of Award.

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 part of this contract.

Before award successful bidder must submit third party laboratory testing to prove the material they are to be awarded meets Jefferson County specifications.

Prices may be adjusted only to reflect increases or decreases in rail rates, or as indicated on bid blank. The County shall require written verification on any increase in rail rates. 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.**

The County shall reserve the right to waive bid informalities, to reject any or all bids, to award material by line item or by Precinct by line item, and to award to the bidder or bidders making the offer most beneficial to the County. Jefferson County reserves the right to cancel this contract with 15 days' written notification.

F.O.B. point shall be strictly as indicated on bid blanks. Rail delivery material shall be quoted F.O.B. shipping point with separate rate for prepaid rail delivery to the various points in Jefferson County. Truck delivery material shall be quoted F.O.B. Jefferson County delivery zones, as required, with delivery prepaid. Bidder bears freight charges. **Bidder shall supply material from the location closest to the County project site.** Hopper pickup material and other shipping point purchases shall be quoted F.O.B. trucks, shipping point, with freight for the County's account.

LOAD LIMITS. Any vehicle used to deliver materials shall comply with the State law concerning the gross weight of such vehicle load, unless authorized by permit to exceed the legal weight.

The County shall reserve the right to reject the bid of any bidder who does not have certified scales, which shall be certified by the Weights and Measures Division of the Department of Agriculture of the State of Texas, or certified by a company duly registered with the said Department of Agriculture. Each load of material sold on a unit weight basis shall be weighed on certified scales and weigh tickets for each truck shall be presented at time of delivery. Reference is made to TxDOT Standard Specifications for measurement of the various items bid. For those items which require measurement by the ton of 2000 pounds dry weight or require a not-to-exceed moisture and/or light hydrocarbon volatiles content in the mixture, the bidder shall determine at the time of weighing, the amount of moisture and/or light hydrocarbon volatiles to be deducted from the net weight to determine the quantity of actual material for which payment is to be made.

Alternate bids are not solicited. **Add nothing to this bid;** unsolicited attachments may be discarded and have no bearing on this bid.

If a problem develops with Crushed Slag and Asphalt Products during the year, samples shall be taken by a third party laboratory representative in the presence of representatives from both the County and the successful bidder. If the results of such test reveal the samples submitted do not meet the specifications, the cost of the test shall be at the expense of the successful bidder. The successful bidder shall make satisfactory adjustment for all products delivered which do not comply with Jefferson County's specifications. If the results of the test reveal the samples submitted meet Jefferson County's specification, the County will bear the cost of the test.

Manufacturer's Safety Data Sheets (MSDS) must be provided on all applicable deliveries.

Quantities to be purchased will be on an as-needed basis and may be affected by weather conditions or available funds. The County's previous annual purchases of Crushed Slag and Asphalt Products are listed below.

Flexible Base – Crushed Limestone Base (Supplier shall provide loose weight in lbs./c.y.). These items, which are published in the TXDOT Standard Specifications, shall be defined as "Crushed Limestone Base."	Type A Gr 1 CL2 (minimum P.I. 4; maximum P.I. 10)	5,210.80 tons
Asphaltic Products	Grade RS-2 (HVRs)	130,115 gallons
	Grade SSI	2,032 gallons
	Grade AE-P	5,303 gallons

These figures are shown solely as basis for bidders to determine the past history of these items, and do not imply any promise that these quantities will be purchased.

Materials shall be measured by normal stockpile weight, that is, by the ton of 2000 pounds at optimum moisture content, or by cubic yard or by gallon, as indicated on the bid blank.

Rail Car Weights. County shall randomly check rail car weights. If rail car weight is less than car billed weight the supplier will be back charged for the difference in the weight, as well as the cost of weighing the cars.

Truck Delivery. Quote delivery via tandem dump truck or by trailer as may be required. It will be the decision of each precinct how materials are delivered. Price for delivery to the five (5) county delivery points listed below shall be price per ton, per mile.

Precinct 1 Stockpile	China Service Center
Precinct 2 Stockpile	Viterbo Road
Precinct 2 Storage Yard	LaBelle Road & Hwy. 365
Precinct 3 Stockpile	Hwy. 124, Hamshire
Precinct 4 Stockpile	Boyt Road

Hopper bids shall list city and address of hopper location as well as hours of operation. Bidders desiring to quote materials loaded onto trucks from barges may list their locations under the Hopper pickup caption.

Texas State Department of Transportation Standard Specification (1995), with the exceptions noted below, shall define the materials in this specification.

If after bid award is made, vendor is unable to supply Jefferson County with materials ordered, vendor shall fax a letter within two (2) hours of request stating why the material cannot be delivered. Jefferson County will then be able to go out on the open market for the materials that are needed until the vendor faxes another letter informing the County the materials are available again.

Items which are not published in the TXDOT Standard Specification or which modify State Specifications are listed as follows:

Crushed Slag Gr. 1, Type D, Class 2 - Supplier shall provide loose weight in lbs./c.y.
This item, published in TXDOT Standard Specification, shall be defined as "Crushed Slag" (1½" x 0).

Bidder Information Form

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

Bid Name & Number: IFB 17-010/YS, Term Contract Crushed Slag (Gr. 1, Type D, Class 2) and Asphalt Products for Jefferson County

Bidder's Company/Business Name: MARTIN ASPHALT ^{J.V.} COMPANY

Bidder's TAX ID Number: 75-2789062

Contact Person: JACK NIMMO **Title:** ASPHALT SALES

Phone Number (with area code): 713-350-6849

Alternate Phone Number if available (with area code): ~~713~~ ^{J.V.} 281-627-2071

Fax Number (with area code): 713-350-2849

Email Address: JNIMMO@MARTINMLP.COM

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

THREE RIVERWAY, SUITE 1250

HOUSTON, TX 77056

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:

MARTIN ASPHALT COMPANY
Company Name

For clarification of this offer, contact:

THREE RIVERWAY, SUITE 1250 JACK NIMMO
Address Name

HOUSTON TX 77056 713-350-6849 713-350-2849
City State Zip Phone Fax

J. NIMMO
Signature of Person Authorized to Sign

JNIMMO@MARTINLP.COM
E-mail

JACK NIMMO
Printed Name

ASPHALT SALES
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Crushed Slag (Gr. 1, Type D, Class 2) and Asphalt Products for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 17-010/YS, Term Contract for Crushed Slag (Gr. 1, Type D, Class 2) and Asphalt Products for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

I. Crushed Slag – Gr 1, Type D, Class 2		
A.	Truck Delivery – Price F.O.B. delivered with freight prepaid and allowed by type of equipment indicated.	
	Crushed Slag – price per ton delivered from vendor's hopper to job site	Price per Ton Tandem Dump
	1. 1-10 miles	Price per Ton Trailer
	2. 11-20 miles	
	3. 32-30 miles	
	4. 31+ miles	
B.	Hopper Pickup	Price Per Ton F.O.B. Truck Shipping Point
	Location:	
	Hours of Hopper Operation:	

II. Asphalt Products – Hopper Pick Up		
A.	Anionic – Hopper must be within Jefferson County	Price Per Gallon F.O.B. Truck
	1. Grade SS-2 (HVRs) <i>CRS-2</i>	<i>1.28</i>
	2. Grade SS-1	<i>1.28</i>
B.	Cationic Emulsions	
	1. Grade AE-P	<i>2.10</i>
	Vendor's Shipping Point Address:	<i>Port Neches, TX</i>
	Hours of Hopper Operation:	<i>24/7</i>

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: BURLESON County
 Address: CALDWELL, TX
 Contact Person and Title: DAVID HILDEBRAND
 Phone: 979-567-3768 Fax: 979-567-6848
 Contract Period: 2017 Scope of Work: ASPHALT EMISSIONS

REFERENCE TWO

Government/Company Name: CITY OF GALVESTON
 Address: GALVESTON, TX
 Contact Person and Title: WALTER HARDING
 Phone: 409-789-2217 Fax: _____
 Contract Period: 2017 Scope of Work: ASPHALT EMISSIONS

REFERENCE THREE

Government/Company Name: DEWITT County
 Address: YORK, TX
 Contact Person and Title: JAMES KAISER
 Phone: 361-564-2321 Fax: 361-275-0919
 Contract Period: 2017 Scope of Work: ASPHALT EMISSIONS

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

MARTIN ASPHALT COMPANY
Bidder (Entity Name)

THREE RIVERWAY, SUITE 1250
Street & Mailing Address

HOUSTON, TX 77056
City, State & Zip

713-350-6849
Telephone Number

J.N. NIMMO@MARTIN-ASP.COM
E-mail Address

J. N. NIMMO
Signature

JACK NIMMO
Print Name

4/7/17
Date Signed

713-350-2849
Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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>		OFFICE USE ONLY Date Received
1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center; font-size: 1.5em;">N/A</div>		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <div style="text-align: center; font-size: 1.5em;">N/A</div> <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>		
3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; font-size: 1.5em;">N/A</div> <div style="text-align: center; border-top: 1px solid black; margin-top: 5px;">Name of Officer</div> <p>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.</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 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 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 type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> 4 <div style="text-align: center; font-size: 1.5em;">J. N.</div> <div style="border-top: 1px solid black; margin-top: 5px;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 45%; text-align: right;"> <div style="font-size: 1.5em;">4/7/17</div> <div style="border-top: 1px solid black; margin-top: 5px;">Date</div> </div> </div>		

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>		OFFICE USE ONLY
<p>1 Name of Local Government Officer</p> <p style="text-align: center; font-size: 1.5em;">N/A</p>	<p>Date Received</p>	
<p>2 Office Held</p> <p style="text-align: center; font-size: 1.5em;">N/A</p>		
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p> <p style="text-align: center; font-size: 1.5em;">N/A</p>		
<p>4 Description of the nature and extent of employment or other business relationship with vendor named in item 3</p> <p style="text-align: center; font-size: 1.5em;">N/A</p>		
<p>5 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; font-size: 1.5em;">N/A</p> <p style="text-align: center;">(attach additional forms as necessary)</p>		
<p>6 AFFIDAVIT</p> <p style="text-align: center;">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; margin-right: 100px;">_____ 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>_____ 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 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 type="checkbox"/> No | 2. Notify 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 type="checkbox"/> No | 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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.

JACK NIMMO
Printed Name of Authorized Representative

J. N. [Signature]
Signature

ASPHALT SALES
Title

4/2/17
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 _____

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

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.

HUB SUBCONTRACTOR DISCLOSURE

(Duplicate as Needed)

Description of Subcontract Work to be Performed: _____

Description of Subcontract Work to be Performed: _____

Page 30 of 34

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:

N/A

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): _____

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

Taxpayer Identification Number (T.I.N.):	75-2789062
Company Name submitting bid/proposal:	MARTIN ASPHALT COMPANY
Mailing address:	THREE RIVERWAY, SUITE 1250 HOUSTON TX 77056
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF TEXAS COUNTY OF HARRIS

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

on this day personally appeared JACK NIMMO, who
(name)

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

"I, JACK NIMMO am a duly authorized officer of/agent
(name)
for MARTIN ASPHALT COMPANY and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said MARTIN ASPHALT COMPANY.
(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: MARTIN ASPHALT COMPANY
THREE RIVERWAY, SUITE 1250 HOUSTON TX 77056
Fax: 713-350-2849 Telephone# 713-350-6849
by: JACK NIMMO Title: ASPHALT SALES
(print name)

Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above-named

_____ on
this the 7TH day of APRIL, 2017.



S. Aguirre
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

 Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

 Certificate Number:
 2017-189451

 Date Filed:
 04/07/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

 Martin Asphalt Company
 HOUSTON, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Jefferson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

 IFB 17-010/YS
 Liquid Asphalts & Emulsions

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	MARTIN ASPHALT COMPANY	Houston, TX United States	X	

5 Check only if there is NO Interested Party.
☐
6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

 Sworn to and subscribed before me, by the said JACK NIMMO, this the 7TH day of APRIL, 2017, to certify which, witness my hand and seal of office.

S. Aguirre
 Signature of officer administering oath

STEPHANIE AGUIRRE
 Printed name of officer administering oath

CUSTOMER SERVICE REP.
 Title of officer administering oath



MARTIN
ASPHALT COMPANY

Three Riverway, Suite 1250
Houston, Texas 77056

Ret. Name Asphalt Products

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

Received 4/11/2017
11:45 am
yours
us mail



5 *my* \$
02 1P
0001960749 A
MAILED FROM ZIP



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Request for Proposal

April 24, 2017

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 17-013/YS, Installation and Operation of Shoe Shine Stand for Jefferson County. **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.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Offerors shall forward an original and four (4) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

PROPOSAL NAME:	Operation and Installation of Shoe Shine Concession for Jefferson County
PROPOSAL NO:	RFP 17-013/YS
DUE DATE/TIME:	11:00 AM CDT, Tuesday, May 30, 2017
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

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

Jefferson County encourages Disadvantaged Business Enterprises to participate in the proposal submission 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 proposal in accordance with the terms and conditions stated in this proposal.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – April 26, 2017 & May 3, 2017

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Proposal Submissions:

Offeror is responsible for submitting one (1) *original* proposal copy to include a completed copy of this specifications packet in its entirety; and four (4) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal submission and any other documentation requested within these specifications.

Additionally, Offeror 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 response being declared as non-responsive.

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

Proposal Submittal Checklist

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

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

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- ☒ Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.
- ☒ An acknowledgment and/or response to each section of the proposal.
- ☒ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- ☒ Identification of three (3) entities for which the Offeror is providing or has provided shoe shine services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- ☒ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- ☒ One (1) *original* proposal to include a completed copy of this specifications packet in its entirety; **and** four (4) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications.

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

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

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

1. Introduction to Offerors

This Request for Proposal (RFP) is to receive proposals from qualified vendors to provide shoe shine concession for the Jefferson County Historical Courthouse; with the option to also provide these services to the Jefferson County Subcourthouse.

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

1.1 Vendor Instructions

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

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

1.2 Governing Law

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

1.3 Ambiguity, Conflict, or other errors in the RFP

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

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

1.4 Notification of Most Current Address

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 Proposal Preparation Cost

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

1.6 Signature of Proposal

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

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

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

1.7 Economy of Presentation

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

1.8 Proposal Obligation

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

1.9 Incorporation by Reference and Precedence

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

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

1.10 Governing Forms

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

1.11 Implied Requirements

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

1.12 Compliance with RFP Specifications

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

1.13 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>

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

1.14 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

1.15 Evaluation

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

1.16 Withdrawal of Proposal

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

1.17 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.

1.18 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.

1.19 Award

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

1.20 Ownership of Proposal

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

1.21 Disqualification of Offeror

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

1.22 Contractual Development

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

1.23 Assignment

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

1.24 Contract Obligation

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

1.25 Termination

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.26 Inspections

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

1.27 Testing

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

1.28 Loss, Damage, or Claim

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

1.29 Taxes

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.30 Non-Discrimination

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.31 Conflict of Interest

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

1.32 Waiver of Subrogation

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

1.33 Acknowledgment of Insurance Requirements

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

1.34 Insurance

The contractor (including any and all subcontractors as defined in Section 1.35.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

All insurance must be written by an insurer licensed to conduct business in the State of Texas. Contractor's coverage shall at all times be considered primary and non-contributory.

Minimum Insurance Requirements

Public Liability, including Products & Completed Operations

\$ 500,000 Each occurrence

\$ 500,000 Aggregate

\$ 50,000 Damage to premises rented to you

\$ 5,000 Medical Payments

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)

1.35 Workers' Compensation Insurance

1.35.1 Definitions:

1.35.1.1 **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.

1.35.1.2 **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.

1.35.1.3 **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.

1.35.2 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.

1.35.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.34 above.

1.35.4 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.

- 1.35.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1.35.5.1 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
 - 1.35.5.2 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.
- 1.35.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.35.7 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.
- 1.35.8 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.
- 1.35.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 1.35.9.1 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.
 - 1.35.9.2 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.
 - 1.35.9.3 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.
 - 1.35.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 1.35.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 1.35.9.4.2 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.
 - 1.35.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 1.35.9.6 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

- 1.35.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.35.1. – 1.35.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.35.10 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.
- 1.35.11 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.

1.36 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CDT, Tuesday, May 30, 2017, to:

Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

County Holidays – 2017:

January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President's Day
April 14	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veteran's Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year's

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

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

Proposal Submissions shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED PROPOSAL." The outside of the envelope or box shall also include: Proposal Number, Proposal Name, Proposal Due Date, Offeror's Name and Address; and shall be addressed to the Purchasing Agent.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

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

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of proposal 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.

1.38 Questions

Questions may be emailed to Yea-Mei Sauer, Contract Specialist at: ysauer@co.jefferson.tx.us or faxed to 409-835-8456.

1.39 Tentative Schedule of Events

April 24, 2017	Issuance of Request for Proposal
May 30, 2017	Deadline Submission (late proposals will not be considered)
May 31, 2017	Proposals distributed to Evaluation Committee
June 2, 2017	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
June 6, 2017	Conduct Interview/Best and Final Offer/Short List
June 12, 2017	Recommendation for Award

Please note:

The above schedule of events is *tentative* in nature. Dates listed are subject to change.

2. Response Format

2.1 Introduction

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

2.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

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

2.3 Transmittal Letter

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

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

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter.

However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

2.4 Executive Summary

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

2.5 Table of Contents

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

2.6 Offeror Identifying Information

Offerors must provide the following identifying information:

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

2.7 Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as

a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

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

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

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

3. Proposal Submittal

The Proposal is due no later than 11:00 AM CDT, Tuesday, May 30, 2017, and shall include the following:

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

- One (1) *original* proposal to include a completed copy of this specifications packet in its entirety; and three (3) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications, should be mailed or delivered to:

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

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

4. Scope of Services

4.1 Objective

Jefferson County seeks a contractor to provide installation and operation of a shoe shine concession within the Jefferson County Courthouse and the Jefferson County Subcourthouse. Interested parties are asked to submit a comprehensive business plan as well as detailed drawings and/or photos with dimensions of equipment to be used.

4.2 Contract Agreement

Once a Contract is awarded, the annual fee offered by the Contractor shall remain firm for the term of the contract. Contract shall commence on the date of award and, upon agreement between Contractor and Jefferson County, may be renewed for up to four (4) additional years.

5. Project Requirements

5.1 Objective

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

5.2 Offeror Experience

The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

5.3 Offeror Personnel and Organization

The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

5.4 Proposal Requirements

- a. A detailed business plan.
- b. A detailed list of necessary equipment, personnel, and supplies for the operation of a shoeshine stand, including photographs and/or diagrams including dimensions of stand and equipment. Contractor must provide Jefferson County with an accurate amount of space and location within each building that will be needed, as well as location of power source to be used.
- c. Contractor will maintain and operate the concession in a professional manner and keep the premises safe, clean, and in orderly condition at all times;
- d. Perform services in accordance with all federal, state, and municipal law, ordinances, and regulations;
- e. Properly dress attendants and ensure that they are courteous, efficient, and neat in appearance at all times;
- f. Provide suitable covered receptacles for all garbage, trash and other refuse;
- g. Bear all costs of operating the concession and pay, in addition to a monthly fee, all other costs connected with the use of the premises and facilities including applicable maintenance, insurance, any and all taxes, and all permits licenses;
- f. Pay the County an annual concession fee, in monthly installments, for the operation of one (1) shoeshine concession at the Jefferson County Courthouse and one (1) shoeshine concession at the Jefferson County Subcourthouse;
- g. Provide proof insurance as described in Section 1.34 and Section 1.35 of specifications. Insurance shall name the County as an additional insured.

- h. All employees working on this contract must have a clear criminal background, with no conviction of a felony, or Class A or B misdemeanor. The County may, at its discretion and expense, perform a criminal background check on any employee working on this contract. If the County exercises this discretion, the Proposer shall provide the County with the employee's vital information in order to run the criminal background check. This information will be kept confidential and the records will be destroyed upon completion of the project.
- i. The proposed shoeshine concession including proposed area shall be inspected by the Courthouse Maintenance Superintendent and the Subcourthouse Maintenance Superintendent.

5.5 Contractor Responsibilities

The contractor shall be responsible for furnishing ALL SUPPLIES AND EQUIPMENT necessary to perform the services described in these specifications, including the shoeshine stand, chairs, etc. Jefferson County will not be responsible for supplying ANY products associated directly or indirectly with the operation of the proposed shoeshine concession. The contractor is expected to furnish ALL supplies, equipment, labor, and any other item not expressly listed here, that is necessary to perform and carry out all duties described in these specifications, from start to finish.

- a. Maintain a neat and orderly area. Existing equipment shall not be moved, removed, altered, or made inaccessible.
- b. Provide walk off mat(s) to prevent staining of adjacent floor areas by residual shoeshine left on shoes.
- c. Obtaining any and all permits required by Jefferson County, and/ or any other governing agency, necessary to fulfill the obligations of the work and specification herein.
- d. Abide by all provisions of the contract.
- e. Access to an electrical outlet can be provided by Jefferson County, but Contractor will be responsible for additional wiring or cables as approved by Jefferson County Maintenance Superintendents. Jefferson County shall not provide telephone, internet, or cable service.

6. Proposal Evaluation and Selection Process

6.1 Introduction

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

6.2 Cost Proposal

The Offeror must utilize the form provided in Appendix A in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.

6.3 Proposal Evaluation and Selection

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from: Jefferson County Commissioner, Precinct 1, Jefferson County Commissioner Precinct 3, Jefferson County Maintenance, and Jefferson County Subcourthouse Maintenance.

6.4 Evaluation Criteria:

a. Responsiveness – 15%

This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

b. Business Plan – 25%

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

c. Offeror Qualifications – 25%

This refers to the overall qualifications of Offeror and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Offeror's performance on previous local government projects.

d. Personnel Qualifications – 15%

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Offeror's project team on previous projects with the County and similar projects.

e. Proposed Annual Fee to be Paid to Jefferson County – 20%

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

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

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

Upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a

reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

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

Cost Proposal

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

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Proposed fee to be paid to the Jefferson County for Shoeshine Concession at the Jefferson County Courthouse	\$ _____/monthly \$ _____/annually
Proposed fee to be paid to the Jefferson County for Shoeshine Concession at the Jefferson County Subcourthouse	\$ _____/monthly \$ _____/annually

Name of Offeror:	
Signature:	
Title:	

Offeror Must Complete and Return This Page With Offer.

Non-Disclosure Agreement

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

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

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

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Offeror Must Complete and Return This Page With Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.

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: _____

Offeror Must Complete and Return This Page With Offer.

Signature Page

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

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

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

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

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

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Bidder (Entity Name)	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Street & Mailing Address	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Print Name
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> City, State & Zip	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date Signed
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Telephone Number	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Fax Number
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> E-mail Address	

Offeror Must Complete and Return This Page With Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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>		OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
1 Name of vendor who has a business relationship with local governmental entity.	<div style="border: 1px solid black; height: 150px; width: 100%;"></div>	
2 <input type="checkbox"/> 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.		
<div style="text-align: center; margin-bottom: 10px;"> _____ Name of Officer </div> <p>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.</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> <div style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <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> <div style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <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> <div style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 10px;"></div>		
4		
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> _____ Signature of vendor doing business with the governmental entity </div> <div style="width: 45%;"> _____ Date </div> </div>		

Adopted 8/7/2015

Offeror Must Complete and Return This Page 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>		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received _____
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	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).	
<div style="display: flex; justify-content: space-between;"> <div>Date Gift Accepted _____</div> <div>Description of Gift _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Date Gift Accepted _____</div> <div>Description of Gift _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Date Gift Accepted _____</div> <div>Description of Gift _____</div> </div> <p style="text-align: center; margin-top: 10px;">(attach additional forms as necessary)</p>		
6	AFFIDAVIT	
<p style="text-align: center;">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> <div style="text-align: right; margin-top: 20px;"> _____ Signature of Local Government Officer </div> <p style="margin-top: 20px;">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> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____ Signature of officer administering oath</div> <div>_____ Printed name of officer administering oath</div> <div>_____ Title of officer administering oath</div> </div>		

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your proposal.

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 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 type="checkbox"/> No | 2. Notify 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 type="checkbox"/> No | 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

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

Printed Name of Authorized
Representative

Signature

Title

Date

Offeror Must Complete and Return This Page 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.

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address:

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address:

Offeror Must Complete and Return This Page With Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

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

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

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

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

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

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

Offeror Must Complete and Return This Page With Offer.

Bid Affidavit

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

for _____ and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said _____.
(name of firm)

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

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

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

this the _____ day of _____, 2017.

Notary Public in and for
the State of _____

Offeror Must Complete and Return This Page With Offer.

ATTACHMENT A

IFB 17-006/YS
Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for the Jefferson
County Mosquito Control District

Item	Est. Qty. (gal)	Description	Brand	Vendor	Price per Gallon	Total Price
1	700	MSMA Herbicide - 2.5 gal	Target 6	Target Specialty Products	24.48	\$17,136.00
2	700	Tordon 101 Herbicide or equivalent - 2.5 gal container	Picloram-D	Pro Pest and Lawn Store	29.70	\$20,790.00
3	700	Roundup Herbicide or equivalent - 2.5 gal container	Ranger Pro	Target Specialty Products	10.24	\$7,168.00
4	100	Rodeo Herbicide or equivalent - 2.5 gal container	Aqua Neat	Crop Production Services, Inc.	14.95	\$1,495.00
5	100	Nalco Trol II or equivalent - 2.5 gal (or smaller) container	Poly Control	Crop Production Services, Inc	8.00/qt (32.00/gal)	\$3,200.00
6	400	Aqua-King Surfactant or equivalent - 2.5 gal (or smaller) container	Spreader 9	Crop Production Services, Inc.	12.99	\$5,196.00
7	20,000	Malathion Insecticide - bulk shipment only		ADAPCO, LLC Univar USA	48.70	\$974,000.00
8	250	Scourge Insecticide - 5 gal containers	Scourge 18-54	ADAPCO, LLC	495.47	\$123,867.50
9	600	Envion 30/30 Insecticide - 2.5 gal containers	Kontrol 30/30	Univar USA	55.49	\$33,294.00
10	1,375	Duet Adulticide - 275 gal steel containers	Clarke Duet	Original Food Co., LLC Clarke Mosquito Control Products, Inc.	34.99 138.60	\$48,111.25 \$190,575.00

ADAPCO, LLC
 550 Aero Lane
 Sanford FL 32771
 attn: Kathy Russell
bids@myadapco.com
 ph: 407-328-6519
 fx: 866-330-9888

Crop Production Services, Inc.
 13622 East Hardy Road
 Houston TX 77039
 attn: AJ Thibodeaux
aubrey.thibodeaux@cpsagu.com
 ph: 713-705-9800
 fx: 281-987-8969

~~Original Food Co., LLC~~
~~122 Azinger Drive~~
~~Laredo TX 78045~~
~~attn: Jose H. Reyes~~
~~jose.reyes@getoriginalfoods.com~~
~~ph: 956-949-0726~~
~~fx: 956-608-3441~~

Pro Pest and Lawn Store
 4726 East Texas Suite 150
 Bossier City LA 71111
 attn: Royal M. Tyler, Jr.
propestnandlawn@gmail.com
 ph: 318-584-7217
 alt. ph: 318-469-9963

Target Specialty Products
 1225 North Post Oak Road
 Houston TX 77055
 attn: Mike Nichols
mike.nichols@target-specialty.com
 ph: 713-249-2075
 fx: 248-682-4374

Univar USA
 PO Box 20301
 Beaumont TX 77720
 attn: John West
John.West@univar.com
 ph: 713-826-0637

Clarke Mosquito Control Products, Inc.
 675 Sidwell Court
 St Charles IL 60174
 attn: Doug Carroll
customercare@clarke.com
 ph: 817-600-5353
 fx: 630-443-3070



SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001017979
Contract Modifier: RN17

Date: 01/24/2017

Company Name:	Jefferson County Sheriffs Dept
Attn:	
Billing Address:	1001 Pearl St
City, State, Zip:	Beaumont, TX, 77701
Customer Contact:	Mark Dubois
Phone:	(409)835-8734

Required P.O.: No
Customer #: 1011951705
Bill to Tag #: 0001
Contract Start Date: 05/01/2017
Contract End Date: 04/30/2018
Anniversary Day: Apr 30th
Payment Cycle: ANNUAL
PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL		
1	SVC054AH	M2 MASTER SITE	\$1,167.42	\$14,009.04
1	SVC057AH	PRIME SITE	\$791.55	\$9,498.60
10	SVC058AH	REMOTE SITE	\$2,622.00	\$31,464.00
10	SVC059AH	DISPATCH SITE	\$2,622.00	\$31,464.00
119	SVC061AD	ASTRO25 STATIONS	\$10,307.78	\$123,693.36
33	SVC062AD	ASTRO25 OPERATOR POSITIONS	\$3,177.90	\$38,134.80
2	SVC261AA	CONVENTIONAL SITE	\$158.58	\$1,902.96
10	SVC262AA	CONVENTIONAL STATION	\$660.30	\$7,923.60
	SVC01SVC1102C	ASTRO DISPATCH SERVICE		
2	SVC244AA	CONVENTIONAL SITE	\$102.26	\$1,227.12
1	SVC917AG	M2 MASTER SITE	\$656.25	\$7,875.00
1	SVC920AG	PRIME SITE	\$269.03	\$3,228.36
10	SVC921AG	REMOTE SITE	\$175.00	\$2,100.00
10	SVC922AG	DISPATCH SITE	\$328.10	\$3,937.20
	SVC01SVC1103C	ASTRO NETWORK MONITORING		
1	SVC083AH	M2 MASTER SITE	\$761.98	\$9,143.76
1	SVC086AH	PRIME SITE	\$460.21	\$5,522.52
10	SVC087AH	REMOTE SITE	\$1,320.70	\$15,848.40
3	SVC088AH	DISPATCH SITE	\$396.21	\$4,754.52
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT		
2	SVC139AA	CONVENTIONAL SITE	\$18.84	\$226.08
1	SVC175AH	M2 MASTER SITE	\$701.01	\$8,412.12
1	SVC178AH	PRIME SITE	\$309.48	\$3,713.76
10	SVC179AH	REMOTE SITE	\$150.30	\$1,803.60
10	SVC180AH	DISPATCH SITE	\$300.50	\$3,606.00
	SVC01SVC1405C	NETWORK PREVENTATIVE MAINTENANCE-LEGACY		
119	SVC127AD	ASTRO25 STATIONS	\$1,193.57	\$14,322.84
33	SVC128AD	ASTRO25 OPERATOR POSITIONS	\$330.99	\$3,971.88
1	SVC144AH	M2 MASTER SITE	\$160.11	\$1,921.32
1	SVC147AH	PRIME SITE	\$80.30	\$963.60

10	SVC148AH	REMOTE SITE	\$267.60	\$3,211.20
10	SVC149AH	DISPATCH SITE	\$267.60	\$3,211.20
10	SVC212AA	GROUND ACCESSIBLE STATION	\$90.40	\$1,084.80
2	SVC850AA	SITE PM ACCESS A	\$18.08	\$216.96
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER		
119	SVC116AD	ASTRO25 STATIONS	\$358.19	\$4,298.28
2	SVC218AC	ONSITE INFRASTRUCTURE RESPONSE-SITE	\$1,141.78	\$13,701.36
10	SVC219AC	STATIONS	\$2,569.10	\$30,829.20
33	SVC589AG	ASTRO25 M1 OPERATOR POSITION	\$313.83	\$3,765.96
1	SVC968AG	M2 MASTER SITE	\$4,134.87	\$49,618.44
1	SVC971AG	PRIME SITE	\$2,067.66	\$24,811.92
10	SVC972AG	REMOTE SITE	\$11,026.30	\$132,315.60
10	SVC973AG	DISPATCH SITE	\$7,938.10	\$95,257.20

SPECIAL INSTRUCTIONS - ATTACH
STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services \$59,415.88 \$712,990.56

Subtotal - One-Time Event Services \$.00 \$.00

Total \$59,415.88 \$712,990.56

Taxes - -

Grand Total \$59,415.88 \$712,990.56

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING
JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If the Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration, a one-time administrative fee equal to 5% of the subsequent year's annual contract rate will be billed to the Customer upon reestablishment of the expired service contract.

Price with 5% Administration fee once delinquent = \$748,640.09

Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
KAY ELECTRONICS INC	BEAUMONT	TX

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

Jeff R. Branick

Jefferson County Judge April 24, 2017

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

MARK PIZZINO / DAVID WALKER

281-217-7345

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name: Jefferson County Sheriffs Dept

Contract Number: S00001017979

Contract Modifier: RN17

ATTEST
DATE

4/24/17



Contract Start Date: 05/01/2017
Contract End Date: 04/30/2018

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9. This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015



MOTOROLA CUSTOMER SUPPORT PLAN

Prepared For :

JEFFERSON COUNTY SHERIFFS DEPT

1001 PEARL ST

BEAUMONT, TX 77701

REVISION HISTORY

The following table lists the revision history of this document. The information contained in this document is subject to revision and is intended to be reviewed and updated periodically.

TABLE OF CONTENTS

- 1. Introduction**
- 2. Overview of Services**
- 3. Warranty and/or Service Information**
- 4. How to Obtain Services**
- 5. Above Contract Services**
- 6. Glossary of Terms**
- 7. Severity Level Definitions**
- 8. Customer Contacts**
- 9. Site Summary**

1. Introduction

Your Customer Support Plan contains everything you need to know in order to take advantage of the services provided in your contract. This support plan was designed to help transition you from the pre-sales, staging, and installation phases to the delivery of life cycle support services for your system. Motorola Service professionals share a single, simple commitment - to deliver the most optimal and efficient solutions, made operational with attention to quality and measurable against key metrics. Motorola's Services organization is ready with the right combination of innovation, experience, process discipline and resources to provide you with the best support for your network.

You can be confident that you will receive the highest level of service, as you would expect from the world's communication leader. Our attention to quality and security has its roots in Motorola's storied pioneering of Six Sigma and dedication to best practices frameworks including ISO9001, TL9000, ITIL and FM with a future direction to move towards LEAN. Motorola has also received two Malcolm Baldrige National Quality Awards. Our commitment to quality assures our customers of the very finest and most timely service available.

Motorola has a corporate-wide standard in place which we refer to as 5NINES: SYSTEM AVAILABILITY. Our ability to provide highly available, easy-to-use systems is critical to our fundamental objective of total customer satisfaction and our position as a communications industry leader. 5NINES, or 99.999% availability (no more than 5 minutes total downtime per year), is the telephony standard to which all Motorola wireless systems aspire. We are committed to a new design culture, ease of use and operational simplicity, robustness metrics, and common platforms and network architecture.

The Terms and Conditions of your Agreement and all its other Exhibits will take precedence over this Customer Support Plan. In case of any contradiction, please contact the Motorola representative(s) below.

Please take a moment to review your Customer Support Plan. Your Account Executive or Customer Support Manager can answer any further questions you may have.

Customer Support Manager

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of your support contract (maintenance or warranty) by serving in the role of customer advocate. They serve as a point of contact for issue resolution and escalation, monitoring of our contractual performance, providing review and analysis of process metrics and fostering a relationship for continuous improvement with customers.

Any changes to the information in this document should be communicated to your Customer Support Manager as soon as possible.

Your Customer Support Manager is:	MARK PIZZINO
Phone:	281-217-7345
Email:	tbg864@motorolasolutions.com

Account Manager

Your Account Manager serves as your contact for information on new products and services, expansion of communications to meet growth needs for your organization, and ensure your satisfaction

Your Account Manager is:	Lloyd Waugh
Phone:	713-578-0059
Email:	lloyd.a.waugh@motorolasolutions.com

2. Overview of Services

This section briefly describes the services JEFFERSON COUNTY SHERIFFS DEPT will receive under your contract. For further details, on the terms of your contract or your contracted Statement of Work, please contact your Customer Support Manager or Account Executive.

Dispatch Service

The System Support Center's (SSC) Call Center Operations is the central point of contact for all your technical customer service requests. Their function is to manage all calls so the request will be tracked and monitored from beginning to end, via the Case management process. With detailed accounts of each customer system at our fingertips, Customer Support Representatives are trained to prompt the caller for information necessary to understand the situation and determine the next steps to be taken. The team tracks the status of your Case and ensures that all personnel involved have access to your information. If a problem is experienced during the Case management process, the Customer Support Representative may escalate the issue to the appropriate service management team. Appropriate action will be taken to resolve the issue and ensure customer satisfaction and Motorola compliance to our contracted commitments.

Network Monitoring Service

Network Monitoring Service

With Network Monitoring Service, your System is electronically monitored for Events that are detected and forwarded to the Motorola System Support Center using the Integrated Network Management? tools. The System Support Center is staffed with highly trained technologists, who acknowledge the Event, run available diagnostic routines, initiate an appropriate response.

Onsite Infrastructure Response

If the Call Center Operations determines that hands-on support is needed to resolve the problem, they will dispatch the appropriate Motorola Local Service Provider to perform repairs, such as exchange fru's, or take other appropriate action.

OnSite Infrastructure Response provides for on-site Motorola Local Service Provider response as determined by pre-defined severity levels and response times in Section 7 of this document. Severity 1 issues are dispatched twenty four (24) hours a day, three hundred sixty five (365) days a year including holidays.

The standard Response time is 4 hours or less for Severity 1 events.

With the Premier Option, you will receive a 2 hour or less Response for Severity 1 events.

Infrastructure Repair

In the event the Motorola Local Service Provider finds a malfunctioning board/unit at the site location; the Motorola Local Service Provider will contact the System Support Center's Call Center to request a return authorization (RA) number. The Motorola Local Service Provider will remove the malfunctioning board/unit and ship to the Infrastructure Depot Operations Center (IDO) in Elgin, IL for repair.

Upon receipt of malfunctioning equipment, the Infrastructure Depot Operations (IDO) will fully system test and repair malfunctioning Motorola manufactured boards/units down to the component level utilizing automated test equipment. A system test is performed to ensure that all software and hardware is set to current customer configuration. If the unit is not manufactured by Motorola, the unit may be returned to the Original Equipment Manufacturer (OEM) for repair or other third party vendor for repair. Motorola will coordinate and track third-party equipment sent to the original equipment manufacturer or third party vendor for service.

Once the equipment is received from the IDO, the Motorola Local Service Provider will either re-install the equipment or return to the customer's spare inventory.

Advanced Replacement

Upon availability, Motorola will send via overnight delivery service an advanced field replacement unit(s) (FRU) in exchange for your malfunctioning unit(s). Motorola's IDO will provide new or reconditioned units as FRU. Malfunctioning unit(s) are evaluated and repaired by the IDO and returned to the IDO's FRU inventory upon completion of repair. Non-standard configurations and Customer-modified units are excluded from this service.

Technical Support

Technical Support is available 7 days a week, 24 hours a day for Severity 1 issues, as defined in Section 7. The Motorola System Support Center's (SSC) staff will work with your local service organization or technicians to handle questions related to your Motorola 2-way communications system. The SSC's System Technologists may dial into a system to more clearly define a problem and determine the area of failure in order to decide on the most suitable action plan. If the problem is beyond the scope of the SSC's staff, they will contact key personnel who are involved with the design, development, and manufacture of your communication products for resolution.

Network Preventative Maintenance

The Network Preventative Maintenance provides an annual operational test to ensure your Equipment meets original manufacturer's specifications. Network Preventative Maintenance can be purchased along with/without Dispatch Service. If Dispatch Service is purchased, and the Network Preventative Maintenance schedule has not been pre-determined, it is the Customer's responsibility to schedule the Network Preventative Maintenance with Motorola's System Support Center.

3. **Warranty and/or Service Agreement Information**

Customer Number: 1011951705

Billing Tag: 0001

Service Agreement Information

Infrastructure Service Agreement number: S00001017979 RN17

Fixed equipment Service Agreement start date: 01-MAY-17

Fixed equipment Service Agreement end date: 30-APR-18

4. How To Obtain Services

How To Obtain Network Monitoring Service

Action	Information
Network Monitoring Notification of System Events for system types: ASTRO25 7_11 M CORE CONVENTIONAL	Upon receipt of an Event, the Network Monitoring Operations Team will create a Case and determine the severity level based on the definitions in Section 7.
	The Network Monitoring Operations Team will begin to diagnose an event by interrogating the system via the dedicated or dial up connection to the system.
	If remote fix is not possible, comments will be added to the Case and the Dispatch Operations center will follow the procedures for Dispatch Service for on site response.

How To Obtain Dispatch Service

Action	Information
Call the System Support Center	1-800-323-9949
Provide Your Information	Caller Name Contact Phone Number Description of problem Severity of system problem determined at this time. Time available for call back Email address
Premier Option	<u>RESPONSE</u> Severity 1: 2 hours Severity 2 * 4 hours Severity 3 * 1 day <i>*Standard Business Days/See Section 7 for Severity Level definitions.</i>
Case Number Generated	Caller will receive a Case number for tracking the service request.

Check Status	The caller may check the status of a Case at any time by calling the System Support Center at. 1-800-323-9949
Case Number Assignment	The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.
Notification of CASE Activity	<p>The following persons at JEFFERSON COUNTY SHERIFFS DEPT will be notified when the following events occur on a Case: Open, Closure</p> <p>Both Severity 1 and Severity 2 Notifications will be sent 7 x 24</p> <p>The people will be notified via pager or email as indicated below:</p> <p>Name: Terry LaFleur Text Msg: Email: tlafleur@ci.beaumont.tx.us</p>
Coordination of Repair	<p>The Motorola Local Service Provider will exchange FRUs/components/assemblies, or take other appropriate action to restore the system.</p> <p>If the problem is found to be power related, JEFFERSON COUNTY SHERIFFS DEPT will be responsible to coordinate the resolution.</p> <p>If the problem is found to be antenna, or telco related, JEFFERSON COUNTY SHERIFFS DEPT will be responsible to coordinate the resolution.</p> <p>If the problem is found to be telco related, JEFFERSON COUNTY SHERIFFS DEPT will be responsible to coordinate the resolution.</p>
Verification	Once the issue is resolved, the Motorola Local Service Provider will call the SSC Call Center to request

	verification.
Case Number Closure	Once the issue has been verified, the Motorola Local Service Providers repair notes will be documented in the Case and the Case will be closed.

How to Obtain Technical Support

Action	Information
Call the System Support Center	1-800-323-9949
Case created	Caller will receive a Case number
Technical Support Response Times	<u>RESPONSE*</u> Severity 1: Within 1 hour Severity 2: Within 2 hours Severity 3: Within 24 hours * Severities Defined in Section 7
Problem Diagnosis & Issue Resolution	<p>The SSC's System Technologists may dial into a system to more clearly define a problem and determine the area of failure in order to decide on the most suitable action plan.</p> <p>If the problem is beyond the scope of the SSC's staff, they will contact key personnel who are involved with the design, development, and manufacture of your communication products.</p>
Case Closed	Upon resolution of the issue, the SSC will close the Case.

How to Obtain Infrastructure Repair

Action	Information
Retrieval of Equipment	The procedures for Dispatch Services will be followed and the Motorola Local Service Provider will retrieve the malfunctioning equipment.

Ship to IDO	The Motorola Local Service Provider will obtain a Return Authorization (RA) number, and ship the equipment to the IDO for repair.
Repair of Equipment	The IDO will receive the equipment, system test and repair malfunctioning Motorola manufactured boards/units down to the component level utilizing automated test equipment. If the equipment is not manufactured by Motorola, the unit may be returned to the Original Equipment Manufacturer (OEM) or third party vendor for repair.
Return of Equipment	IDO will return repaired equipment via FedEx or UPS' 2 day delivery service. Return delivery is paid by Motorola.
Re-install of Equipment	The Motorola Local Service Provider will either re-install the serviced unit or return the equipment to your spare inventory.

How to Obtain Advanced Replacement Service

Action	Information
The procedures for Dispatch Service will be followed.	If during the delivery of Dispatch and OnSite Infrastructure Response services, the Motorola Local Service Provider identifies the need for an advanced replacement unit(s) FRU, the Motorola Local Service Provider will call the SSC and request an exchange board.
Provide Information	<p>The Motorola Local Service Provider will provide the component description, model number, serial number, type of system and firmware version, and site location FRU is to be delivered.</p> <p>Customer must provide a purchase order number for billing for any additional costs. Typical charges are for components not returned, or shipments and handling charges outside of normal business hours.</p>
FRU shipment	<p>FRU will be programmed to customer's template, if provided. If no template is provided or is not usable, a generic template will be used.</p> <p>FRU are shipped next day air via Federal Express Priority Overnight or UPS Red unless otherwise requested. Shipments other than these programs, NFO (next flight out), are subject to additional charges.</p>

	<p>Motorola pays shipping and handling charges during normal operating hours of Monday through Friday 7:00am to 7:00pm CST. Anything outside of these hours are subject to additional shipping and handling charges.</p> <p>Motorola will provide a return air bill with the FRU for return the malfunctioning unit.</p>
Ship Malfunctioning Unit to IDO	<p>After receiving the IDO's FRU, the Motorola Local Service Provider will package the malfunctioning unit and ship it to the IDO within 5 days.</p> <p>Please reference the return air bill to ensure proper tracking of the return.</p>
Install the Exchange FRU	<p>The Motorola Local Service Provider will install the FRU or replenish spare inventory.</p>

How to Obtain Network Preventative Maintenance

Action	Information
Network Preventative Maintenance	<p>The SSC will notify Motorola Local Service Providers to schedule the Network Preventative Maintenance with the Customer based on the pre-determined schedule below.</p>

5. Above Contract Services

Services that need to be performed that are not covered by the Agreement are considered 'above contract' and are billable to JEFFERSON COUNTY SHERIFFS DEPT . Any above contract work must be authorized or work will not be billable and cannot be performed. Please refer to your Agreement for the Statements of Work and Terms and Conditions for the services that JEFFERSON COUNTY SHERIFFS DEPT has purchased

The following person will be contacted for approval on above contract work:

Above Contract Customer P.O. Authorization:

Name: Mark Dubois

Phone: 409-835-8734

Fax:

6. Glossary of Terms and Acronyms

CASE NUMBER: The number assigned to a customer's request for service. The SSC Call Center electronically tracks all Case Numbers to assure customer satisfaction.

CSM: Customer Support Manager

CSP: Customer Support Plan

ETA: Estimated time of arrival is an estimate of when the field technician will arrive at the customer's site.

FRU (Field Replaceable Unit): A FRU is a Field Replaceable Unit which is any module or board which can be removed from a piece of fixed equipment and exchanged with an identical module or board.

IDO: Infrastructure Depot Operations

MOTOROLA LOCAL SERVICE PROVIDER: A Motorola authorized service provider or a Motorola Field Technical Representative.

RA: Return Authorization needed by the System Support Center prior to sending equipment in for repair.

RESPONSE: Response times are defined as having an on-site technician, a remote systems technologist or a remote network specialist having taken assignment of the issue and working on the system.

RSC: Radio Support Center

RSS: Radio Service Software

SEVERITY: Each incoming call is assigned a severity level of Severity One, Two, or Three. Severity levels determine the Response Time Commitments. See Section 7 for your Severity Level definitions.

SSC: System Support Center

7. Severity Level Definitions

Severity Level Matrix	
Severity Level	Problem Type (If applicable)
Severity 1	Major System Failure Dispatched 7 x 24 x 365 days. 33% degraded
Severity 2	Significant System Impairment Dispatched 8 x 5 Monday - Friday, standard business days
Severity 3	Technical Question = Upgrades or intermittent problems, System problems presently being monitored Parts Question Technician is not on site, has questions concerning a problem. Work to be performed at a later time. 8 x 5 Monday - Friday, standard business hours
Severity 4	Scheduled Maintenance, Scheduled upgrades

NOTE: The above severity level definitions do NOT apply to the Managed ISSI service. Please refer to the Managed ISSI Statement of Work (SOW) for applicable severity definitions

8. CUSTOMER CONTACTS

Please contact CSM if any of the information provided below has changed.

Customer Information

Customer:

JEFFERSON COUNTY SHERIFFS DEPT
1001 PEARL ST
BEAUMONT, TX 77701
US

Above Contract PO Authorization:

Mark Dubois
mdubois@co.jefferson.tx.us
Phone: 409-835-8734

Contact for Service Escalations:

Bart Bartkowiak
BBARTKOWIAK@ci.beaumont.tx.us
Work: 409-880-3752
Cell: 409-350-9471

Customer Communications Director

Terry LaFleur
Work: 409-880-3793
Cell: 409-673-7636
tlafleur@ci.beaumont.tx.us

Network Preventative Maintenance Schedule

Site ID	NPM Date
CVA93A	MAR 2018
CVA93A04	MAR 2018
SZ04E61	MAR 2018
SZ04E610100	MAR 2018
SZ04E610101	MAR 2018
SZ04E610102	MAR 2018
SZ04E610103	MAR 2018
SZ04E610104	MAR 2018
SZ04E6102	MAR 2018
SZ04E6103	MAR 2018
SZ04E6105	MAR 2018
SZ04E6106	MAR 2018
SZ04E6107	MAR 2018
SZ04E6108	MAR 2018
SZ04E61D1	MAR 2018
SZ04E61D2	MAR 2018
SZ04E61D201	MAR 2018
SZ04E61D202	MAR 2018
SZ04E61D204	MAR 2018
SZ04E61D205	MAR 2018
SZ04E61D206	MAR 2018
SZ04E61D207	MAR 2018
SZ04E61D4	MAR 2018
SZA93AD6	MAR 2018


MOTOROLA SOLUTIONS
SIDE 1
Call Center Operations 1-800-323-9949

JEFFERSON COUNTY SHERIFFS DEPT Service Call Procedure for Fixed Infrastructure

To Place a Service Call...

Step	What you need to do:	Information to Provide
1	Call Motorola Call Center Operations	1-800-323-9949
2	Provide Your Customer Name	JEFFERSON COUNTY SHERIFFS DEPT
3	Type of Request	"I would like to open a service call."
4	Provide System & Site ID #	See Side 2 of this card
5	Identify the Severity Level	See Severity Table below
6	Your Name and Telephone Number	
7	Description of the Problem/Failure	As detailed as possible.
8	Record the Service Case Number provided to you by Motorola Call Center Operations for service call tracking purposes.	
	If on site support is required to resolve the service request, the Motorola Call Center Operations will dispatch the appropriate local field service provider.	
	To inquire on the Status of a Service Call...	
1	Call Motorola Call Center Operations	1-800-323-9949
2	Provide Your Customer Name	JEFFERSON COUNTY SHERIFFS DEPT
3	Provide Type of Request	"I would like to check on the status of a service call."
4	The Service Case number assigned at the time the service call was opened.	The number you documented in Step #8

SEVERITY LEVELS

Premier Severity & Response Times

Level	Response	Definition
Severity 1	2 hour Response	System/site down or extremely degraded
Severity 2	4 hour Response*	Degraded system/site

Severity 3	1 day Response*	Non emergency, non user effecting
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*Standard Business Days, Mon-Fri 8:30 a.m. - 4:30 p.m.. Local Time, excluding Motorola holidays.



SIDE 2

Call Center Operations 1-800-323-9949

Conventional Sites

<u>SYSTEM ID#</u>	<u>SITE NAME & ADDRESS</u>
CVA93A	JCSO NPSAC 620 MARINA DR , BEAUMONT, TX 77703
CVA93A04	NPSPAC 337 PINE ST , PORT NECHES, TX 77651

9. SITE SUMMARY

SITE SUMMARY				SITE SERVICES															
Site ID	Site Name	Site Address	Additional Sites	On-Site Service Provider	M S	D I S	C T D	T S	N M	N S M	A H M	O I R P	O I R P	O I R A	O I R A	O I R S	O I R W	O I R W	O I R W
CVA93A	JCSO NPSAC	620 MARINA DR , BEAUMONT, TX 77703		KAY ELECTRONICS INC BEAUMONT, TX 409-842-1776	N	X		X				X		X	X				
CVA93A04	NPSAC	337 PINE ST , PORT NECHES, TX 77651		KAY ELECTRONICS INC BEAUMONT, TX 409-842-1776	N	X		X				X		X	X				
SZA93AD6	PORT ARTHUR EOC	645 FOURTH ST , PORT ARTHUR, TX 77640		KAY ELECTRONICS INC BEAUMONT, TX 409-842-1776	N	X		X				X		X	X				
SZ04E61	ORANGE MASTER	620 MARINA DR , BEAUMONT, TX 77703		KAY ELECTRONICS INC BEAUMONT, TX 409-842-1776	Y	X		X				X		X	X				
SZ04E61D1	Orange County P.D.	201 EIGHTH ST , ORANGE, TX 77630		KAY ELECTRONICS INC BEAUMONT, TX 409-842-1776	Y	X		X				X		X	X				
SZ04E61D2	Orange County S.O.	205 S BORDER ST , ORANGE, TX 77630		KAY ELECTRONICS INC BEAUMONT, TX 409-842-1776	Y	X		X				X		X	X				
SZ04E61D201	JCSO DISPATCH	1001 PEARL ST , BEAUMONT, TX 77701		KAY ELECTRONICS INC BEAUMONT, TX 409-842-1776	N	X		X				X		X	X				
SZ04E61D202	CENTRAL DISPATCH	3620 NEDERLAND AVE , NEDERLAND, TX 77627		KAY ELECTRONICS INC BEAUMONT, TX 409-842-1776	N	X		X						X	X	X			
SZ04E61D204	BEAUMONT FIRE AND RESCUE	400 WALNUT ST , BEAUMONT, TX 77704		KAY ELECTRONICS INC BEAUMONT, TX 409-842-1776	N	X		X						X	X	X			
SZ04E61D205	BPD DISPATCH	700 ORLEANS ST , BEAUMONT, TX 77701		KAY ELECTRONICS INC BEAUMONT, TX 409-842-1776	N	X		X				X		X	X				
SZ04E61D206	PORT ARTHUR	645 FOURTH ST , PORT ARTHUR, TX 77640		KAY ELECTRONICS INC BEAUMONT, TX 409-842-1776	N	X		X						X	X				

[illegible]

MS	Monitored Site
DIS	Dispatch
CTD	Customer Technician Dispatch
TS	Technical Support
NM	Network Monitoring

AHNM	After Hours Network Monitoring
OIR	Onsite Infrastructure Response
OIRP	Onsite Infrastructure Response Premier
OIRL	Onsite Infrastructure Response Limited
NPM	Network Preventive Maintenance
IR	Infrastructure Repair
AR	Advance Replacement
SSA	Software Subscription Agreement
OIRW/LD	Onsite Infrastructure Response W/ Local Dispatch
OIRW/LDP	Onsite Infrastructure Response W/ Local Dispatch Premier
OIRW/LL	Onsite Infrastructure Response W/Local Dispatch Limited

**AGENDA ITEM****April 24, 2017**

Consider and possibly approve a grant to the City of Port Arthur a drainage easement on airport property adjacent to FM Hwy 365.

P.R. 19732
03/29/17 rtb

RESOLUTION NO. 17-092

A RESOLUTION ACCEPTING A DRAINAGE EASEMENT FROM THE JACK BROOKS REGIONAL AIRPORT OF JEFFERSON COUNTY , TEXAS, BEING PART OF AND A PART OF LOTS 5, 6, 13 AND 14 BLOCK 8 OF THE HILLCREST SECOND ADDITION "ACRES" IN PORT ARTHUR, TEXAS.

WHEREAS, investors of property behind the Best Buy Shopping Area, approximately 36 acres, are planning to develop a market value multi-family dwelling and a commercial business park; and,

WHEREAS, stormwater runoff requirements shall be met per engineering standard requirements; and,

WHEREAS, the City of Port Arthur, has been offered property from the adjoining property owner, Jefferson County – Jack Brooks Airport, a seventy-five foot wide by one thousand four hundred thirteen feet long area of land totaling 3.03 acres to create a drainage easement to meet the design and calculation requirements for stormwater runoff and to maintain existing drainage facilities located within the abandoned portion of 90th Street (see attached Exhibit "A"); and,

WHEREAS, the City Council deems it appropriate to accept the Drainage Easement from the property owner, Jefferson County – Jack Brooks Airport, for the construction and maintenance of the drainage easement which will be maintained by City forces; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:

THAT, the facts and opinions in the preamble are true and correct; and,

THAT, the City Manager of the City of Port Arthur hereby authorize and instructed to execute and accept a Drainage Easement from Jack Brooks Airport – Jefferson County for the purpose of constructing and maintaining a drainage easement, in substantially the same form as described in Exhibit "A", attached and made a part hereof; and,

THAT, said Drainage Easement shall be filed for record in the office of the County Clerk of Jefferson County, Texas; and,

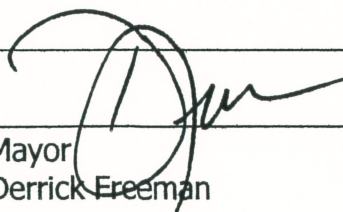
THAT, a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED this the 11th day of April, A.D. 2017 at a Regular meeting of the City of Port Arthur, Texas by the following vote:

Ayes: ☒ Mayor: Freeman; Mayor Pro Tem Scott;

Councilmembers: Hamilton, Debrugh, Richard,
Lewis, Swati and Moser

Noes: None.



Mayor
Derrick Freeman

Attest:

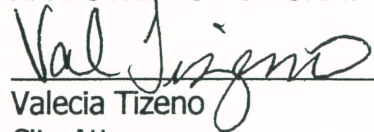


City Secretary
Sherri Bellard

P.R. 19732

Page 3

APPROVED AS TO FORM:



Valecia Tizeno
City Attorney

APPROVED FOR ADMINISTRATION:

Brian McDougal
City Manager

Armando Gutierrez, Jr., P.E.
Director of Public Works

Exhibit “A”
(Easement)

DRAINAGE EASEMENT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
 COUNTY OF JEFFERSON §

THAT, Jefferson County-Jack Brooks Regional Airport, hereinafter called "Grantor(s)", for and in consideration of the sum of TEN AND NO/100 (\$10) DOLLARS cash and other consideration to us in hand paid by the City of Port Arthur, Texas, a Municipal Corporation, (hereinafter called the "City"), as well as other good and valuable considerations, receipt of all of which is hereby acknowledged and confessed, have GRANTED, SOLD, and CONVEYED and by theses presents do GRANT, SELL and CONVEY unto the said City of Port Arthur, Texas, a right, privilege and Easement in, under, and across the tracts of land situated in Jefferson County, Texas to wit:

**For metes and bounds description & sketch, see Attachments
 "A" & "B", respectively, attached hereto and incorporated by
 reference.**

Said Easement shall be exclusive and shall be for the purpose of constructing, installing, laying, maintaining, and repairing a line or lines for water utilities purposes and it is granted subject to these provisions.

I

It is expressly understood and agreed that the City shall have the right of ingress to and egress from the above described tracts of land for the aforesaid purposes of this Easement, as to provide water to the adjoining properties.

II

It is expressly understood and agreed that the City shall have the right to temporary use of such adjacent property to the above designated Easement tracts as is reasonably needed for working room to accomplish the aforesaid purposes of this Easement.

TO HAVE AND TO HOLD the same unto the City of Port Arthur, Texas, its successors and assigns forever.

WITNESS MY HAND, this _____ day of _____, A.D., 2017.

Jefferson County-Jack Brooks Regional Airport

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

City Attorney

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and as the act and deed on behalf of Jefferson County-Jack Brooks Regional Airport.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2017.

 Notary Public for the State of Texas

SEAL

RETURN TO:

CITY OF PORT ARTHUR
 ATTN: Valecia Tizeno
 City Attorney
 P. O. Box 1089
 Port Arthur, Texas 77641-1089

ACCEPTANCE OF EASEMENT

This easement was accepted by the City of Port Arthur per Resolution No. _____
approved by the City Council on _____.

WITNESS MY HAND this _____ day of _____, 2015.

CITY OF PORT ARTHUR

By: _____
Brian McDougal,
City Manager

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF JEFFERSON

BEFORE ME, the undersigned Notary Public, on this day personally appeared Brian McDougal
City Manager of the City of Port Arthur, known to me to be the person whose name is subscribed
to the foregoing instrument, and acknowledged to me that he executed the same as the act and
deeds of the City of Port Arthur, for the purposes and considerations therein expressed, and in
the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of

_____, 2017.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Attachment “A”

(Metes & Bounds description by Bob Shaw Engineers)

**Metes & Bounds Description
75 ft. wide Drainage Easement
3.03 acres of land situated in
Lots 5, 6, 7, 13 & 14, Block 8 of
Hillcrest Second addition "Acres"**

Being a 3.03 acre tract of land, 75 ft. in width for drainage purposes, over and across a portion of the Jefferson County Airport tract and Lots 5, 6, 7 13 & 14, Block 8 of Hillcrest Second Addition "Acres", a map or plat of which is recorded in Volume 4, Page 106 of the Map Records of said county and being more particularly described by metes and bounds as follows:

Beginning at point located on the at the intersection of the northerly right of way line of 90th Street, a 50 ft. wide public dedicated right of way, with the easterly line of said Jefferson County Airport tract marking the Northeast corner of the herein described tract of land; said point also being the northeast corner of the abandoned portion of said 90th Street;

Thence South 66 deg. 29 min. 30 sec. East along said easterly line, over and across said 50 ft. wide right of way, with the upper easterly line of this tract a distance of 52.5 ft. to a point located on the southerly line of said 90th Street marking an angle point for corner of the herein described tract of land; said point also marks the Northwest corner of that certain tract of land (called 0.943 acres) as conveyed by deed to Jefferson County recorded in Vol. 1663, Pg. 60 of the deed records of said county and the most westerly corner of that certain tract of land (Called Tract 1 – 17.914 acres) as conveyed by deed to CABB JV, LLC recorded in Clerk File No. 2016034599 of the Official Public Records of Real Property of said county;

Thence South 41 deg. 13 min. 00 sec. West along the southerly line of the abandoned portion of 90th street with a southerly of this tract a distance of 25.0 ft. to a point located on the westerly line of a 25 ft. City of Port Arthur utility easement recorded in Vol. 2226, Pg. 216 of said deed records;

Thence South 48 deg. 47 min. 00 sec. along the westerly line of said City of Port Arthur 25 ft. wide utility easement with the easterly line of this tract a distance of 1412.9 ft. to a point located on the northerly line of a 20 ft. wide City of Port Arthur utility easement recorded in Volume 1419, Page 39 of said deed records marking the Southeast corner of the herein described tract of land;

Thence South 41 deg. 13 min. 00 sec. West along the northerly line of said City of Port Arthur 20 ft. wide utility easement with a southerly line of this tract a distance of 75.0 ft. to a point marking the Southwest corner of the herein described tract of land;

Thence North 48 deg. 47 min. 00 sec. West, 75.0 ft. perpendicular to and parallel with the westerly line of said City of Port Arthur 25 ft. wide utility easement, along the lower westerly line of this tract a distance of 1387.9 ft. to a point located marking the an ell corner of the herein described tract of land; said point being 25.0 ft. perpendicular to the southerly right of way line of the aforementioned abandoned 90th Street

Thence South 41 deg. 13 min. 00 sec. West, 25.0 ft. perpendicular to and parallel with the southerly right of way line of the abandoned 90th Street, along a southerly line of this tract a distance of 249.2 ft. to a point marking an angle point for corner of the herein described tract of land;

Thence South 86 deg. 18 min. 00 sec. West along the upper westerly line of this tract a distance of 105.9 ft. to a point located on the northerly right of way line of the abandoned 90th Street marking the southeast corner of the Jefferson County Drainage District No. 7 "Lee Ditch Lateral 1" 100 ft. wide right of way recorded in Clerk File No. 2005007676 of said Official Public Records and the Northwest corner of the herein described tract of land;

Thence North 41 deg. 13 min. 00 sec. East along said northerly right of way line with the northerly line of this tract a distance of 409.0 ft. to the Northeast corner and Place of Beginning containing in area 132,140 sq. ft. or 3.03 acres of land, more or less.

Brady J. Girouard
 Brady J. Girouard, RPLS 5635 3/9/17



Notes:

1. Bearings referenced to the southerly right of way line of 90th street, South 41 deg. 13 min. 00 sec. West.
2. Sketch accompanies metes and bounds description.
3. For purposes of this description only, the cardinal direction of 90th Street is assume to be East-West.

Attachment “B”

(Survey Drawing by Bob Shaw Engineers.)

NUMBER	DIRECTION	DISTANCE
L1	S 66°29'30" E	52.5'
L2	S 41°13'00" W	25.0'
L3	S 48°47'00" E	1412.9'
L4	S 41°13'00" W	75.0'
L5	N 48°47'00" W	1387.9'
L6	S 41°13'00" W	249.2'
L7	S 86°18'00" W	105.90'
L8	N 41°13'00" E	409.0'

JEFFERSON COUNTY
DRAINAGE DIST. NO. 7
LEE DITCH LATERAL NO. 1
100 FT. R.O.W.
VOL. 1663, PG. 60
D.R.J.C.



0 200
SCALE IN FEET

ABANDONED
90TH STREET
50' R.O.W.

P.O.B.
75' DRAINAGE
EASEMENT

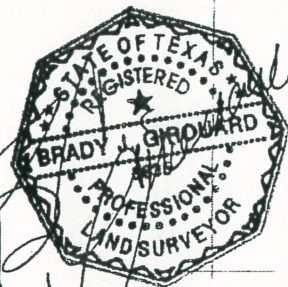
90TH STREET
50' R.O.W.

S 41°13'00" W
(REFERENCE BEARING)

PROPOSED 75 FT. WIDE
DRAINAGE EASEMENT

EXIST. 8" SAN.
FORCE MAIN

JEFFERSON COUNTY
CALLED 0.943 ACRES
VOL. 1663, PG. 60
D.R.J.C.



CABB JV, LLC
CALLED TRACT 1 - 17.914 ACRES
C.F. NO. 2016034599
O.P.R.J.C.

LOT 7 LOT 6
LOT 12 LOT 13

LOT 5 LOT 4
LOT 14 LOT 15

PROPOSED 75 FT. WIDE
DRAINAGE EASEMENT

CABB JV, LLC
CALLED TRACT II - 1.020 ACRES
C.F. NO. 2016034599
O.P.R.J.C.

CITY OF PORT ARTHUR
25' UTILITY EASEMENT
VOL. 2226, PG. 216
D.R.J.C.

RESIDUE OF JG REALTY
AND INVESTMENT, LLC
C.F. NO. 2014032543
O.P.R.J.C.

RESIDUE OF
JG REALTY AND INVESTMENT, LLC
C.F. NO. 2014032543
O.P.R.J.C.

CITY OF PORT ARTHUR
20' UTILITY EASEMENT
VOL. 1419, PG. 39
D.R.J.C.

EXIST. 8" SAN.
FORCE MAIN

NOTES:

F.M. HIGHWAY 365
(R.O.W. VARIES)

1. BEARINGS REFERENCED TO THE
SOUTHERLY RIGHT OF WAY LINE OF
90TH STREET, SOUTH 41 DEG. 13 MIN.
00 SEC. WEST, PLAT.

2. METES & BOUNDS DESCRIPTION
ACCOMPANIES SKETCH.

BOB SHAW
Consulting Engineers

4749 Twin City Highway, Suite 306, Port Arthur, Texas 77642 (409)982-0283

EASEMENT SKETCH
3.03 ACRES OF LAND
SITUATED IN LOTS 5, 6, 13 & 14,
BLOCK 8 OF THE
HILLCREST SECOND
ADDITION "ACRES"
PORT ARTHUR, JEFFERSON CO., TEXAS

Fran Lee

From: Joe Zurita <jzurita@co.jefferson.tx.us>
Sent: Monday, April 17, 2017 10:57 AM
To: Fran Lee
Subject: budget amendment

Good morning Fran, I would like to request to move 3000.00 from account 120-8095-417-3037 to account 120-8095-417-4011. The 40-11 account has been hit hard this year due to an extensive amount Of repairs to the fuel pumps. I did call the Comm. Alfred to let him know about my requesting. Please feel free to contact me if any further information is needed.

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending February 28, 2017



Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

April 19, 2017

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of February 28, 2017 together with the results of operations of the budget for the fifth period then ended.

Revenue:

Total budgeted revenue collected for the month ending February 28, 2017 is \$87,453,117. Budgeted Revenues are \$116,921,656 leaving \$29,468,539 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$75,636,698 for the first five months of the year. This amount represents 96% of the budgeted amount of \$79,071,350.

Sales Taxes:

Twenty-nine percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$23,950,000.

Page Two

Licenses & Permits:

Thirty-four percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be \$420,620 for the year.

Intergovernmental:

Thirty percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,360,786.

Fees:

Thirty-eight percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$10,267,800 for the year.

Fines and Forfeitures:

Thirty-two percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,600,000.

Interest:

Nineteen percent of the budgeted revenue for Interest has been collected. Revenues from Interest are budgeted to be \$227,100.

Other Revenues:

Six percent has been collected in Other Revenues. Revenues from Other Revenues are budgeted to be \$24,000 for the year.

Expenditures:

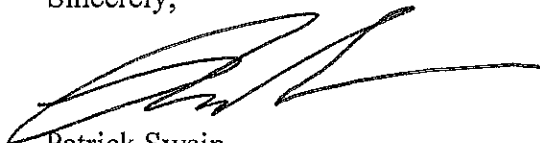
Overall for the County's budgeted funds, forty-one percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$125,091,716, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,401,694 for the fiscal year ending September 30, 2017.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Swain', with a long horizontal stroke extending to the right.

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
 FINANCIAL & OPERATING
 STATEMENTS - COUNTY FUNDS ONLY
 FOR THE MONTH ENDING FEBRUARY 28, 2017
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Jefferson County, Texas
Consolidated Balance Sheet
For the Month Ending February 28, 2017

	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
ASSETS							
Cash and Cash Equivalents	\$ 83,361,807	18,934,165	5,293,783	5,770,883	(341,973)	(4,423,031)	\$ 108,595,634
Receivables & Prepaids	6,534,253	57,939	-	143,816	41,709	-	6,777,717
Intergovernmental Receivables	2,961,545	22,868	-	-	-	-	2,984,413
Due From Other Funds	150,146	-	-	-	-	-	150,146
Inventory	532,589	32,235	-	-	112,616	-	677,440
Other Assets	-	-	-	-	82,987,576	-	82,987,576
Total Assets	\$ 93,540,340	\$ 19,047,207	\$ 5,293,783	\$ 5,914,699	\$ 82,799,928	\$ (4,423,031)	\$ 202,172,926

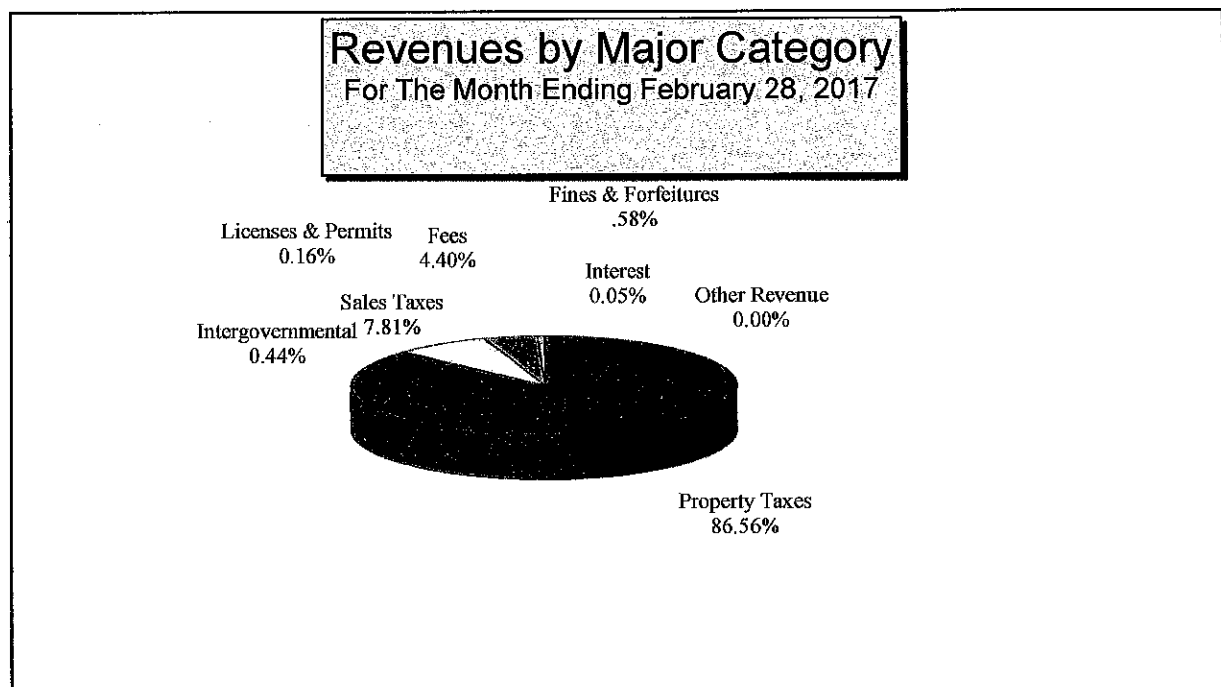
LIABILITIES AND FUND BALANCE/EQUITY							
Payables	\$ 4,072,787	615,874	-	-	1,410,315	1,660,846	\$ 7,759,822
Intergovernmental Payables	360	-	-	-	-	-	360
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	8,641,434	746,722	-	131,574	290,647	-	9,810,377
Fund Balance/Equity	80,825,759	17,684,611	5,293,783	5,783,125	81,098,966	(6,083,877)	184,602,367
Total Liabilities and Fund Balance/Equity	\$ 93,540,340	\$ 19,047,207	\$ 5,293,783	\$ 5,914,699	\$ 82,799,928	\$ (4,423,031)	\$ 202,172,926

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Months Ending February 28, 2017

	Revised		For the Month Ending February 28, 2017				2/28/2017	
	1/31/2017		Receipts	Disbursements	Transfers In/(Out)	Prior Period Adjustment	Fund Balance	
Jury Fund	\$ 428,134	\$	131,508	47,203	\$ -	-	\$ 512,439	
Road & Bridge Pct. 1	2,503,657		270,611	109,019	-	-	2,665,249	
Road & Bridge Pct. 2	825,590		246,320	116,204	-	-	955,706	
Road & Bridge Pct. 3	681,688		228,927	101,393	-	-	809,222	
Road & Bridge Pct. 4	1,512,034		288,202	72,202	-	-	1,728,034	
Engineering Fund	283,002		339,339	66,058	-	-	556,283	
Parks & Recreation	100,080		23,088	4,015	-	-	119,153	
General Fund	52,444,862		23,458,223	7,785,272	-	-	68,117,813	
Mosquito Control Fund	1,107,205		680,479	88,745	-	-	1,698,939	
Tobacco Settlement Fund	3,661,752		1,169	-	-	-	3,662,921	
Total General Funds	63,548,004		25,667,866	8,390,111	-	-	80,825,759	
Total Special Revenue Funds	18,267,808		821,607	1,404,804	-	-	17,684,611	
Total Capital Project Funds	5,303,327		11,530	21,074	-	-	5,293,783	
Total Debt Service Funds	3,509,771		2,273,354	-	-	-	5,783,125	
Total Enterprise Funds	81,714,873		205,079	820,986	-	-	81,098,966	
Total Internal Service Funds	(5,460,664)		1,787,342	2,410,555	-	-	(6,083,877)	
Total Balances	\$ 166,883,119	\$	30,766,778	\$ 13,047,530	\$ -	-	\$ 184,602,367	

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending February 28, 2017

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 75,636,398	\$ 79,071,350	\$ 3,434,952	4.34%
Sales Taxes	6,830,152	23,950,000	17,119,848	71.48%
Licenses & Permits	142,572	420,620	278,048	66.10%
Intergovernmental	408,082	1,360,786	952,704	70.01%
Fees	3,885,713	10,267,800	6,382,087	62.16%
Fines & Forfeitures	505,846	1,600,000	1,094,154	68.38%
Interest	42,905	227,100	184,195	81.11%
Other Revenue	1,449	24,000	22,551	93.96%
	<u>\$ 87,453,117</u>	<u>\$ 116,921,656</u>	<u>\$ 29,468,539</u>	<u>25.20%</u>



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending February 28, 2017

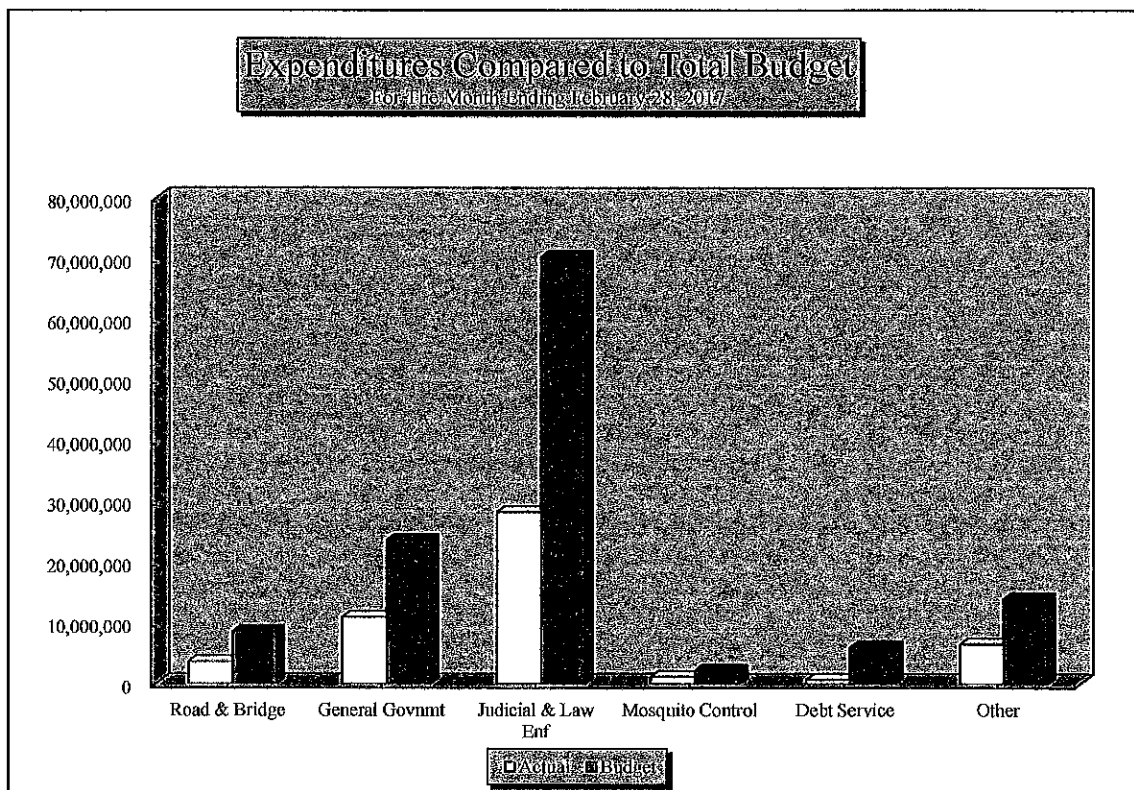
	October 2016			Cumulative		Annual	Unrealized
	-December	January	February	Total		Budget	Balance
Jury Fund							
Current Taxes	\$ 51,307	\$ 121,321	\$ 108,453	\$ 281,081	\$	293,589	\$ 12,508
Delinquent Taxes	1,585	435	382	2,402		5,527	3,125
Jury Fees	9,117	4,287	5,673	19,077		32,000	12,923
Other Revenue	76,772	21,420	17,000	115,192		400,000	284,808
Road & Bridge Pct. 1							
Current Taxes	98,835	233,706	208,917	541,458		565,552	24,094
Delinquent Taxes	2,071	569	499	3,139		7,224	4,085
Intergovernmental Revenue	-	-	-	-		-	-
Auto Registration Fees	-	81,287	-	81,287		575,740	494,453
Road & Bridge Fees	109,563	49,315	43,259	202,137		562,655	360,518
Sales, Rentals & Services	-	-	-	-		-	-
Fines and Forfeitures	42,608	15,976	17,936	76,520		235,530	159,010
Road & Bridge Pct. 2							
Current Taxes	90,564	214,149	191,434	496,147		518,225	22,078
Delinquent Taxes	1,899	521	457	2,877		6,620	3,743
Intergovernmental Revenue	-	-	-	-		-	-
Auto Registration Fees	-	74,485	-	74,485		527,560	453,075
Road & Bridge Fees	96,227	43,312	37,994	177,533		515,570	338,037
Sales, Rentals & Services	-	-	-	-		-	-
Fines and Forfeitures	39,041	14,639	16,435	70,115		215,820	145,705
Road & Bridge Pct. 3							
Current Taxes	82,671	195,484	174,750	452,905		473,059	20,154
Delinquent Taxes	1,733	476	417	2,626		6,043	3,417
Intergovernmental Revenue	-	-	-	-		-	-
Auto Registration Fees	-	67,993	-	67,993		481,580	413,587
Road & Bridge Fees	89,826	40,431	35,466	165,723		470,635	304,912
Sales, Rentals & Services	(250)	-	3,291	3,041		-	(3,041)
Fines and Forfeitures	35,639	13,364	15,003	64,006		197,010	133,004
Road & Bridge Pct. 4							
Current Taxes	105,595	249,693	223,207	578,495		604,236	25,741
Delinquent Taxes	2,213	607	533	3,353		7,718	4,365
Intergovernmental Revenue	-	-	-	-		1,200	1,200
Auto Registration Fees	-	86,847	-	86,847		615,120	528,273
Road & Bridge Fees	114,734	51,642	45,301	211,677		601,140	389,463
Sales, Rentals & Services	(563)	400	-	(163)		-	163
Fines and Forfeitures	45,518	17,067	19,161	81,746		251,640	169,894
Other Revenue	-	-	-	-		-	-

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending February 28, 2017

	October 2016			Cumulative	Annual	Unrealized
	-December	January	February	Total	Budget	Balance
Engineering Fund						
Current Taxes	\$ 160,140	\$ 378,670	\$ 338,504	\$ 877,314	\$ 916,353	\$ 39,039
Delinquent Taxes	3,468	952	835	5,255	12,095	6,840
Licenses and Permits	950	-	-	950	400	(550)
Sales, Rentals & Services	-	100	-	100	500	400
Parks & Recreation						
Current Taxes	9,047	21,394	19,124	49,565	51,771	2,206
Delinquent Taxes	-	-	-	-	-	-
Sales, Rentals & Services	17,791	4,372	3,964	26,127	70,200	44,073
General Fund						
Current Taxes	13,231,557	31,287,550	19,724,539	64,243,646	66,775,860	2,532,214
Delinquent Taxes	275,547	75,630	66,303	417,480	960,927	543,447
Sales Taxes	2,048,171	2,233,823	2,548,158	6,830,152	23,950,000	17,119,848
Other Taxes	1,449	-	-	1,449	24,000	22,551
Licenses and Permits	75,348	31,444	34,830	141,622	420,220	278,598
Intergovernmental Revenue	136,191	19,904	136,795	292,890	959,586	666,696
Fees of Office	897,664	290,453	432,095	1,620,212	4,095,500	2,475,288
Other Sales, Rentals & Svcs.	798,224	(63,745)	415,158	1,149,637	1,719,600	569,963
Fines & Forfeitures	134,651	3,971	74,837	213,459	700,000	486,541
Interest	6,894	4,083	25,508	36,485	200,000	163,515
Other Revenue	-	-	-	-	-	-
Mosquito Control Fund						
Current Taxes	321,045	759,148	678,625	1,758,818	1,837,083	78,265
Delinquent Taxes	7,705	2,115	1,854	11,674	26,870	15,196
Spraying Contract	-	-	-	-	-	-
Sales, Rentals & Services	-	-	-	-	-	-
Tobacco Settlement Fund						
Interest	2,101	237	1,169	3,507	15,000	11,493
Debt Service						
Current Taxes	1,072,063	2,535,016	2,266,128	5,873,207	5,935,622	62,415
Delinquent Taxes	23,608	5,964	5,384	34,956	66,976	32,020
Interest	844	227	1,842	2,913	12,100	9,187
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-
Total	\$ 20,321,163	\$ 39,190,734	\$ 27,941,220	\$ 87,453,117	\$ 116,921,656	\$ 29,468,539

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 42% of Budget Expended
For The Month Ending February 28, 2017

	<u>Cumulative Actual</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	<u>Percentage Unencumbered</u>
Jury Fund	\$ 267,256	\$ 1,017,307	\$ 750,051	73.73%
Road & Bridge Funds	3,235,016	7,460,855	4,225,839	56.64%
Engineering Fund	396,445	996,435	599,990	60.21%
Parks & Recreation Fund	40,417	181,315	140,898	77.71%
General Fund:				
General Government	11,036,478	23,747,408	12,710,930	53.53%
Judicial	7,323,461	18,598,780	11,275,319	60.62%
Law Enforcement	20,742,572	50,635,705	29,893,133	59.04%
Education	156,641	409,333	252,692	61.73%
Health & Welfare	3,980,412	8,439,758	4,459,346	52.84%
Maintenance	1,618,300	3,757,551	2,139,251	56.93%
Other	716,702	1,409,972	693,270	49.17%
Mosquito Control Fund	1,180,864	2,228,867	1,048,003	47.02%
Tobacco Settlement	100,000	100,000	-	-
Debt Service Funds	709,490	6,108,430	5,398,940	88.39%
	<u>\$ 51,504,054</u>	<u>\$ 125,091,716</u>	<u>\$ 73,587,662</u>	<u>58.83%</u>



Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending February 28, 2017

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	October 2016				Cumulative	Annual	Unencumbered
	December	January	February	Encumbrances	Total	Budget	Balance
Jury Fund	\$ 166,100	\$ 46,447	\$ 47,203	\$ 7,506	\$ 267,256	\$ 1,017,307	\$ 750,051
Road & Brdg Pct. 1	311,049	400,646	109,019	157,730	978,444	1,891,088	912,644
Road & Brdg Pct. 2	347,319	99,594	116,204	208,619	771,736	1,721,091	949,355
Road & Brdg Pct. 3	344,010	100,365	101,393	105,012	650,780	1,835,539	1,184,759
Road & Brdg Pct. 4	382,544	125,425	72,202	253,885	834,056	2,013,137	1,179,081
Engineering	253,284	75,910	66,058	1,193	396,445	996,435	599,990
Parks & Recreation	22,055	6,075	4,015	8,272	40,417	181,315	140,898
Tax Assessor/Coll.	1,019,355	277,784	277,221	9,088	1,583,448	3,858,457	2,275,009
Human Resources	105,160	30,649	31,300	7,493	174,602	429,962	255,360
County Auditor	412,891	104,772	103,322	813	621,798	1,449,923	828,125
County Clerk	560,573	174,989	159,102	63,776	958,440	2,277,022	1,318,582
County Judge	224,357	71,009	59,088	342	354,796	889,895	535,099
Risk Management	64,857	18,362	18,903	-	102,122	251,816	149,694
County Treasurer	98,143	28,243	28,466	586	155,438	379,487	224,049
Printing Department	35,455	9,353	10,294	14,090	69,192	169,168	99,976
Purchasing Department	141,337	39,460	39,053	15,904	235,754	559,482	323,728
General Services	2,565,490	1,427,127	1,302,340	78,407	5,373,364	10,416,981	5,043,617
MIS	604,842	138,840	153,502	8,459	905,643	2,118,915	1,213,272
Voter's Registration	27,764	6,368	7,315	55	41,502	106,214	64,712
Elections	412,308	(23,806)	30,968	40,909	460,379	840,086	379,707
District Attorney	1,673,829	495,127	471,135	15,296	2,655,387	6,600,556	3,945,169
District Clerk	493,043	137,452	144,722	11,728	786,945	1,900,869	1,113,924
Criminal Dist. Court	320,764	103,368	105,607	465	530,204	1,495,083	964,879
58th Dist. Court	72,747	20,448	20,718	210	114,123	295,885	181,762
60th Dist. Court	77,782	21,416	21,633	248	121,079	291,462	170,383
136th Dist. Court	79,665	19,654	21,326	906	121,551	302,169	180,618
172nd Dist. Court	76,261	21,437	21,303	-	119,001	292,766	173,765
252nd Dist. Court	213,762	166,471	94,297	237	474,767	1,151,980	677,213
279th Dist. Court	89,031	35,245	31,733	324	156,333	398,987	242,654
317th Dist. Court	185,794	48,945	51,390	592	286,721	765,711	478,990
J.P. Pct. 1 Pl 1	92,732	27,275	26,796	115	146,918	367,606	220,688
J.P. Pct. 1 Pl 2	92,343	26,515	26,394	792	146,044	365,966	219,922
J.P. Pct. 2	75,276	22,939	22,722	738	121,675	339,964	218,289
J.P. Pct. 4	93,966	27,541	26,689	32	148,228	362,346	214,118
J.P. Pct. 6	92,553	27,096	27,016	1,230	147,895	368,970	221,075
J.P. Pct. 7	85,245	24,638	24,885	1,025	135,793	364,635	228,842
J.P. Pct. 8	85,104	24,493	25,624	107	135,328	359,946	224,618
Cnty. Court at Law 1	124,612	35,976	36,140	106	196,834	478,622	281,788
Cnty. Court at Law 2	152,507	46,466	44,641	-	243,614	646,168	402,554
Cnty. Court at Law 3	179,263	54,571	55,139	1,371	290,344	720,898	430,554
Court Master	96,490	30,374	29,127	421	156,412	484,152	327,740

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending February 28, 2017

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	October 2016				Cumulative	Annual	Unencumbered
	December	January	February	Encumbrances	Total	Budget	Balance
Dispute Resolution	\$ 52,043	\$ 19,315	\$ 15,164	\$ 1,743	\$ 88,265	\$ 244,039	\$ 155,774
Alternative School	85,159	22,222	29,625	355	137,361	394,076	256,715
Comm. Supervision	1,073	358	1,699	450	3,580	19,082	15,502
Sheriff's Dept.	3,520,104	968,163	887,927	84,977	5,461,171	13,459,498	7,998,327
Crime Lab	336,227	90,116	92,281	17,204	535,828	1,342,160	806,332
Jail	6,883,080	2,219,915	1,969,283	465,809	11,538,087	27,760,000	16,221,913
Juvenile Probation	347,424	95,117	94,776	2,745	540,062	1,589,282	1,049,220
Juvenile Detention	467,821	159,365	138,084	86,369	851,639	2,106,820	1,255,181
Constable Pct. 1	250,667	52,854	54,953	7,876	366,350	811,364	445,014
Constable Pct. 2	110,549	32,631	31,510	546	175,236	448,812	273,576
Constable Pct. 4	130,162	28,872	31,490	1,772	192,296	461,861	269,565
Constable Pct. 6	151,594	42,219	69,995	4,482	268,290	585,912	317,622
Constable Pct. 7	114,215	30,196	24,138	4,412	172,961	438,613	265,652
Constable Pct. 8	112,534	32,101	31,940	198	176,773	433,225	256,452
County Morgue	142,012	110,050	63,692	7,184	322,938	785,000	462,062
Agriculture Ext.	101,453	26,949	26,392	1,847	156,641	409,333	252,692
Public Health # 1	285,480	93,640	82,604	3,844	465,568	1,258,276	792,708
Public Health # 2	281,862	91,254	90,076	4,360	467,552	1,241,175	773,623
Nurse Practitioner	76,087	23,029	21,728	11,085	131,929	305,055	173,126
Child Welfare	11,863	14,886	10,906	-	37,655	120,000	82,345
Env. Control	93,286	26,480	26,232	309	146,307	386,151	239,844
Ind. Medical Svcs.	249,311	1,924,775	111,741	353,675	2,639,502	4,901,207	2,261,705
Emergency Mgmt.	58,488	16,704	16,707	-	91,899	227,894	135,995
Beaumont Maintenance	481,172	234,179	160,281	346,425	1,222,057	2,773,185	1,551,128
Port Arthur Maint.	163,974	53,670	51,907	36,828	306,379	764,730	458,351
Mid-County Maint.	38,928	14,348	17,001	19,587	89,864	219,636	129,772
Service Center	167,681	95,477	60,861	270,511	594,530	1,115,164	520,634
Veteran Service	76,524	23,280	22,368	-	122,172	294,808	172,636
Mosquito Control	553,455	88,654	88,745	450,010	1,180,864	2,228,867	1,048,003
Tobacco Settlement	100,000	-	-	-	100,000	100,000	-
Debt Service Funds	500	708,990	-	-	709,490	6,108,430	5,398,940
Contingency	-	-	-	-	-	-	-
Total	\$ 27,996,390	\$ 11,914,868	\$ 8,390,111	\$ 3,202,685	\$ 51,504,054	\$ 125,091,716	\$ 73,587,662

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending February 28, 2017

Issue	Beginning Amount Outstanding	2016-2017 Requirements				2016-2017 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2011 Refunding Bonds	1,150,000	1,150,000	34,500	2,500	1,187,000	-	17,250	725	17,975	1,150,000
2012 Refunding Bonds	34,380,000	3,275,000	1,367,200	2,500	4,644,700	-	683,600	1,400	685,000	34,380,000
2013 Refunding Bonds	540,000	265,000	9,230	2,500	276,730	-	4,615	1,900	6,515	540,000
	<u>\$ 36,070,000</u>	<u>\$ 4,690,000</u>	<u>\$ 1,410,930</u>	<u>\$ 7,500</u>	<u>\$ 6,108,430</u>	<u>\$ -</u>	<u>\$ 705,465</u>	<u>\$ 4,025</u>	<u>\$ 709,490</u>	<u>\$ 36,070,000</u>

Jefferson County, Texas
Statement of Transfers In and Out

<u>Fund</u>		<u>Transfers In</u>	<u>Transfers Out</u>
120	General Fund	-	634,430 (a)
550	SETEC Fund	634,430 (a)	-
		<u>\$634,430</u>	<u>\$634,430</u>

(a) Budgeted Transfer

PGM: GMCOMMV2	DATE 04-24-2017	PAGE: 1 167
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
TRI-CITY COFFEE SERVICE	74.00	432711
DAWN DONUTS	91.00	432813
		165.00**
ROAD & BRIDGE PCT.#1		
ENTERGY	91.59	432678
M&D SUPPLY	10.83	432684
VULCAN MATERIALS CO.	37,394.60	432715
GULF COAST	893.00	432826
LJ'S HYDRAULIC & AIR REPAIR	489.72	432827
FUNCTION 4 LLC	19.41	432831
		38,899.15**
ROAD & BRIDGE PCT.#2		
SPIDLE & SPIDLE	2,204.16	432656
MUNRO'S	20.00	432688
SETZER HARDWARE, INC.	3.24	432696
BUMPER TO BUMPER	55.17	432752
CENTERPOINT ENERGY RESOURCES CORP	64.85	432753
ASCO	53.84	432793
FUNCTION 4 LLC	24.96	432831
		2,419.74**
ROAD & BRIDGE PCT. # 3		
CRABTREE BARRICADE SYSTEMS, INC.	2,200.00	432670
ENTERGY	27.75	432678
HARTMANN BLDG. SPECIALITIES	285.60	432680
MID-COUNTY ALTERNATOR	225.00	432686
MUNRO'S	61.30	432688
SMART'S TRUCK & TRAILER, INC.	54.52	432699
TRIANGLE CLUTCH REBLDRS.	30.00	432710
WEAVER, FALGOUT, & CARRUTH, INC.	86.85	432716
HOWARD'S AUTO SUPPLY	27.97	432723
FASTENAL	10.10	432724
BEAUMONT FREIGHTLINER STERLING	363.26	432758
BILL WILLIAMS	200.00	432765
NORTHERN TOOL AND EQUIPMENT	1,004.93	432784
CINTAS CORPORATION	80.25	432821
GULF COAST	8,634.84	432826
FUNCTION 4 LLC	38.82	432831
		13,331.19**
ROAD & BRIDGE PCT.#4		
TEXAS WORKFORCE COMMISSION	160.29	432708
ASCO	2,132.40	432793
SUBURBAN PROPANE L.P.	391.82	432798
SOUTHEAST TEXAS PARTS AND EQUIPMENT	348.20	432803
GULF COAST	2,312.00	432826
FUNCTION 4 LLC	63.73	432831
		5,087.86**
ENGINEERING FUND		
UNITED STATES POSTAL SERVICE	1.82	432733
FUNCTION 4 LLC	127.84	432831
		129.66**
GENERAL FUND		
TAX OFFICE		
UNITED STATES POSTAL SERVICE	616.33	432733
FUNCTION 4 LLC	102.60	432831
		718.93*
COUNTY HUMAN RESOURCES		
UNITED STATES POSTAL SERVICE	1.61	432733
FUNCTION 4 LLC	19.41	432831
		21.02*
AUDITOR'S OFFICE		
FED EX	31.71	432675
OFFICE DEPOT	11.99	432689

PGM: GMCOMMV2	DATE 04-24-2017	AMOUNT	CHECK NO.	PAGE: 2 168 TOTAL
UNITED STATES POSTAL SERVICE		4.49	432733	
THOMSON REUTER TAX & ACCNTG INC R&G		343.75	432770	
FUNCTION 4 LLC		19.41	432831	411.35*
COUNTY CLERK				
UNITED STATES POSTAL SERVICE		266.27	432733	
WESTERN MICROGRAPHICS & IMAGING		6,200.00	432787	
FUNCTION 4 LLC		291.99	432831	6,758.26*
COUNTY JUDGE				
CASH ADVANCE ACCOUNT		125.00	432682	
ANITA F. PROVO		500.00	432691	
UNITED STATES POSTAL SERVICE		5.01	432733	
ROCKY LAWDERMILK		1,600.00	432742	
HARVEY L WARREN III		1,600.00	432776	
JAN GIROUARD & ASSOCIATES LLC		400.00	432818	
JAN GIROUARD & ASSOCIATES LLC		400.00	432819	
FUNCTION 4 LLC		19.41	432831	4,649.42*
RISK MANAGEMENT				
UNITED STATES POSTAL SERVICE		14.32	432733	
FUNCTION 4 LLC		19.41	432831	33.73*
COUNTY TREASURER				
UNITED STATES POSTAL SERVICE		149.06	432733	
LEXISNEXIS- ACCURINT		118.45	432775	
FUNCTION 4 LLC		92.04	432831	359.55*
PRINTING DEPARTMENT				
OLMSTED-KIRK PAPER		257.00	432690	
FUNCTION 4 LLC		333.16	432831	590.16*
PURCHASING DEPARTMENT				
CARPENTER'S TIME CENTER INC.		25.00	432664	
UNITED PARCEL SERVICE		11.33	432713	
UNITED STATES POSTAL SERVICE		64.44	432733	
FUNCTION 4 LLC		19.41	432831	120.18*
GENERAL SERVICES				
CASH ADVANCE ACCOUNT		80.00	432682	
TEXAS WORKFORCE COMMISSION		36,418.20	432708	
ALLISON, BASS & ASSOCIATES, LLP		1,953.25	432744	
DYNAMEX INC		200.45	432801	
UNIVERSAL OPERATIONS LLC		6,530.77	432832	
TFFORCE FINAL MILE		201.57	432845	45,384.24*
DATA PROCESSING				
FED EX		15.25	432675	
CDW COMPUTER CENTERS, INC.		88.80	432725	
SOLARWINDS.NET INC		423.00	432736	
LEXISNEXIS- ACCURINT		118.45	432775	
FUNCTION 4 LLC		19.41	432831	664.91*
VOTERS REGISTRATION DEPT				
UNITED STATES POSTAL SERVICE		72.59	432733	
FUNCTION 4 LLC		19.41	432831	92.00*
ELECTIONS DEPARTMENT				
FUNCTION 4 LLC		75.34	432831	75.34*
DISTRICT ATTORNEY				
HOLLY GIFFIN		45.00	432720	

PGM: GMCOMMV2	DATE 04-24-2017	AMOUNT	CHECK NO.	PAGE: 3 169 TOTAL
NAME				
UNITED STATES POSTAL SERVICE	212.11	432733		
LUKE NICHOLS	723.82	432759		
LEXISNEXIS- ACCURINT	355.35	432775		
THOMSON REUTERS-WEST	789.71	432795		
O'CONNOR'S	131.00	432816		
FUNCTION 4 LLC	133.11	432831		
				2,390.10*
DISTRICT CLERK				
OFFICE DEPOT	333.83	432689		
UNITED STATES POSTAL SERVICE	165.85	432733		
FUNCTION 4 LLC	19.41	432831		
				519.09*
CRIMINAL DISTRICT COURT				
CRISTY SMITH	350.00	432663		
EDWARD B. GRIPON, M.D., P.A.	1,190.00	432677		
RENE MULHOLLAND	140.65	432714		
KEVIN S. LAINE	800.00	432722		
UNITED STATES POSTAL SERVICE	9.58	432733		
CAROLYN WIEDENFELD	800.00	432741		
LANGSTON ADAMS	900.00	432743		
ANTOINE FREEMAN	800.00	432769		
FUNCTION 4 LLC	122.48	432831		
				5,112.71*
58TH DISTRICT COURT				
UNITED STATES POSTAL SERVICE	.46	432733		
FUNCTION 4 LLC	19.41	432831		
				19.87*
60TH DISTRICT COURT				
FUNCTION 4 LLC	19.41	432831		
				19.41*
136TH DISTRICT COURT				
UNITED STATES POSTAL SERVICE	.40	432733		
FUNCTION 4 LLC	19.41	432831		
				19.81*
172ND DISTRICT COURT				
UNITED STATES POSTAL SERVICE	6.56	432733		
FUNCTION 4 LLC	19.41	432831		
				25.97*
252ND DISTRICT COURT				
THOMAS J. BURBANK PC	250.00	432662		
UNITED STATES POSTAL SERVICE	61.82	432733		
FUNCTION 4 LLC	19.41	432831		
				331.23*
279TH DISTRICT COURT				
FUNCTION 4 LLC	19.41	432831		
				19.41*
317TH DISTRICT COURT				
CASH ADVANCE ACCOUNT	505.47	432682		
FUNCTION 4 LLC	19.41	432831		
				524.88*
JUSTICE COURT-PCT 1 PL 1				
UNITED STATES POSTAL SERVICE	65.37	432733		
LEXISNEXIS- ACCURINT	118.45	432775		
FUNCTION 4 LLC	24.96	432831		
				208.78*
JUSTICE COURT-PCT 1 PL 2				
LEXISNEXIS- ACCURINT	118.45	432775		
FUNCTION 4 LLC	19.41	432831		
				137.86*
JUSTICE COURT-PCT 2				
LEXISNEXIS- ACCURINT	118.45	432775		
				118.45*
JUSTICE COURT-PCT 4				

PGM: GMCOMMV2	DATE 04-24-2017		PAGE: 4 170 TOTAL
NAME	AMOUNT	CHECK NO.	
CASH ADVANCE ACCOUNT	800.63	432682	
LEXISNEXIS- ACCURINT	118.45	432775	
FUNCTION 4 LLC	24.96	432831	944.04*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	34.58	432733	
LEXISNEXIS- ACCURINT	118.45	432775	
FUNCTION 4 LLC	19.41	432831	172.44*
JUSTICE COURT-PCT 7			
CASH ADVANCE ACCOUNT	383.48	432682	
LEXISNEXIS- ACCURINT	118.45	432775	
JUSTICE OF PEACE PCT. 8			501.93*
LEXISNEXIS- ACCURINT	118.45	432775	
FUNCTION 4 LLC	19.41	432831	137.86*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	3.28	432733	
FUNCTION 4 LLC	68.20	432831	71.48*
COUNTY COURT AT LAW NO. 2			
TRAVIS EVANS	300.00	432674	
KARLA J. M. ROGERS	250.00	432693	
UNITED STATES POSTAL SERVICE	2.07	432733	
LANGSTON ADAMS	250.00	432743	
JOEL WEBB VAZQUEZ	300.00	432750	
ASHLEY CEDILLO	250.00	432820	
FUNCTION 4 LLC	19.41	432831	1,371.48*
COUNTY COURT AT LAW NO. 3			
TRAVIS EVANS	250.00	432674	
CHARLES ROJAS	250.00	432726	
UNITED STATES POSTAL SERVICE	2.88	432733	
SAMUEL & SON LAW FIRM PLLC	350.00	432807	
FUNCTION 4 LLC	19.41	432831	872.29*
COURT MASTER			
UNITED STATES POSTAL SERVICE	2.13	432733	
FUNCTION 4 LLC	19.41	432831	21.54*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	4.43	432733	
FUNCTION 4 LLC	19.41	432831	23.84*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	77.64	432831	77.64*
SHERIFF'S DEPARTMENT			
CASH ADVANCE ACCOUNT	219.00	432682	
UNITED STATES POSTAL SERVICE	1,225.45	432733	
FUNCTION 4 LLC	221.84	432831	1,666.29*
CRIME LABORATORY			
ABACUS DIAGNOSTIC, INC.	972.00	432658	
OFFICE DEPOT	57.27	432689	
HENRY SCHEIN, INC.	44.90	432695	
JULIE HANNON	15.00	432796	
EXCEL MEDICAL WASTE LLC	70.00	432811	
FUNCTION 4 LLC	24.96	432831	1,184.13*
JAIL - NO. 2			

PGM: GMCOMMV2	DATE 04-24-2017	PAGE: 5
NAME	AMOUNT	CHECK NO.
		TOTAL
HILO / O'REILLY AUTO PARTS	34.45	432655
BOB BARKER CO., INC.	797.75	432659
BEAUMONT TRACTOR COMPANY	437.04	432660
CITY OF BEAUMONT - WATER DEPT.	8.00	432665
COASTAL WELDING SUPPLY	1,060.10	432667
COBURN'S, BEAUMONT BOWIE (1)	16.38	432668
ECOLAB	399.90	432673
ENTERGY	45.66	432678
JACK BROOKS REGIONAL AIRPORT	3,362.97	432681
M&D SUPPLY	311.64	432684
MOORE SUPPLY, INC.	17.20	432687
SANITARY SUPPLY, INC.	2,191.00	432694
SHERWIN-WILLIAMS	266.07	432698
ULINE SHIPPING SUPPLY SPECIALI	716.66	432712
WHOLESALE ELECTRIC SUPPLY CO.	270.79	432717
WORTH HYDROCHEM	327.00	432718
SERVICE GRAPHICS	21.00	432721
SHI GOVERNMENT SOLUTIONS, INC.	120.79	432735
LOWE'S HOME CENTERS, INC.	902.04	432740
TEXAS GAS SERVICE	451.74	432745
CHARMTX INC.	1,118.40	432746
ICS	6,876.00	432766
TABB TEXTILE COMPANY, INC.	6,065.00	432772
WORLD FUEL SERVICES	2,781.21	432774
FIVE STAR CORRECTIONAL SERVICE	29,823.61	432778
INDEPENDENT STATIONERS	17.78	432782
EPIC CARD SERVICES LLC	197.66	432788
DRAGONFLY INTERPRETING SERVICES	110.00	432789
CONMED INC	263,454.67	432791
MATERA PAPER COMPANY INC	1,123.12	432794
THOMSON REUTERS-WEST	903.00	432795
KROPP HOLDINGS INC	943.67	432799
24 HR SAFETY LLC	60.00	432804
GALLS LLC	271.75	432810
LONE STAR UNIFORMS	389.00	432812
IMPACT WASTE LLC	720.00	432825
FUNCTION 4 LLC	354.97	432831
JUVENILE PROBATION DEPT.		326,968.02*
FED EX	56.51	432675
UNITED STATES POSTAL SERVICE	9.03	432733
FUNCTION 4 LLC	38.82	432831
JUVENILE DETENTION HOME		104.36*
EPS	2,437.66	432672
SANITARY SUPPLY, INC.	564.22	432694
S.E. TEXAS IMAGING	57.20	432700
BEN E KEITH FOODS	286.66	432748
CENTERPOINT ENERGY RESOURCES CORP	376.07	432753
THE MEDICAL CENTER OF SOUTHEAST TX	6,007.92	432756
BAYLOR PATHOLOGY	94.50	432757
FUNCTION 4 LLC	63.73	432831
CONSTABLE PCT 1		9,887.96*
UNITED STATES POSTAL SERVICE	65.68	432733
LEXISNEXIS- ACCURINT	118.45	432775
RITA HURT	275.00	432785
FUNCTION 4 LLC	89.62	432831
CONSTABLE-PCT 2		548.75*
LEXISNEXIS- ACCURINT	118.45	432775
CONSTABLE-PCT 4		118.45*
FUNCTION 4 LLC	19.41	432831
CONSTABLE-PCT 6		19.41*
UNITED STATES POSTAL SERVICE	10.84	432733

PGM: GMCOMMV2	DATE 04-24-2017		PAGE: 6
NAME	AMOUNT	CHECK NO.	TOTAL 172
COLE INFORMATION SERVICES	483.95	432751	
LEXISNEXIS- ACCURINT	118.45	432775	
SILSBEE FORD INC	2,404.89	432802	
GALLS LLC	127.00	432810	
FUNCTION 4 LLC	19.41	432831	3,164.54*
CONSTABLE PCT. 8			
FUNCTION 4 LLC	89.56	432831	89.56*
AGRICULTURE EXTENSION SVC			
TRACTOR SUPPLY CO	29.79	432760	
FUNCTION 4 LLC	55.47	432831	85.26*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	3,000.00	432661	
CLAYBAR FUNERAL HOME, INC.	4,995.00	432666	
ENTERGY	70.00	432679	
UNITED STATES POSTAL SERVICE	55.63	432733	
LEXISNEXIS- ACCURINT	118.45	432775	
PROCTOR'S MORTUARY INC	3,000.00	432777	
FUNCTION 4 LLC	103.29	432831	11,342.37*
HEALTH AND WELFARE NO. 2			
MUNRO'S	30.90	432688	
TIME WARNER COMMUNICATIONS	112.37	432706	
LEXISNEXIS- ACCURINT	118.45	432775	
FUNCTION 4 LLC	38.82	432831	300.54*
NURSE PRACTITIONER			
FUNCTION 4 LLC	19.41	432831	19.41*
CHILD WELFARE UNIT			
DISA, INC.	334.00	432671	
BEAUMONT OCCUPATIONAL SERVICE, INC.	744.25	432737	
J.C. PENNEY'S	15,166.17	432738	
SEARS COMMERICAL CREDIT	1,695.16	432739	17,939.58*
ENVIRONMENTAL CONTROL			
AT&T	61.92	432701	
FUNCTION 4 LLC	89.62	432831	151.54*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	26,041.38	432797	26,041.38*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	2.78	432731	2.78*
MAINTENANCE-BEAUMONT			
COBURN'S, BEAUMONT BOWIE (1)	424.48	432668	
CONSOLIDATED ELECTRICAL DIST, INC.	56.40	432669	
W.W. GRAINGER, INC.	725.93	432676	
MOORE SUPPLY, INC.	30.71	432687	
AT&T	186.37	432701	
TEXAS FIRE & COMMUNICATIONS	641.25	432728	
FIRETROL PROTECTION SYSTEMS, INC.	255.00	432773	
APHCC-TEXAS	95.00	432792	
FUNCTION 4 LLC	19.41	432831	2,434.55*
MAINTENANCE-PORT ARTHUR			
TIME WARNER COMMUNICATIONS	71.40	432705	
FUNCTION 4 LLC	38.82	432831	110.22*
MAINTENANCE-MID COUNTY			

PGM: GMCOMMV2	DATE 04-24-2017	PAGE: 7
NAME	AMOUNT	CHECK NO.
		TOTAL
HILO / O'REILLY AUTO PARTS	59.99	432655
BITTER @ HOME	5.59	432692
ACE IMAGEWEAR	30.76	432697
LOWE'S HOME CENTERS, INC.	29.91	432740
CENTERPOINT ENERGY RESOURCES CORP	94.83	432753
FUNCTION 4 LLC	19.41	432831
		240.49*
SERVICE CENTER		
SPIDLE & SPIDLE	7,792.40	432656
W.W. GRAINGER, INC.	513.67	432676
MUNRO'S	39.70	432688
JEFFERSON CTY. TAX OFFICE	7.50	432729
JEFFERSON CTY. TAX OFFICE	7.50	432730
PETROLEUM SOLUTIONS, INC.	979.33	432749
MIGHTY OF SOUTHEAST TEXAS	105.04	432783
DENNIS LOWE	150.00	432822
FUNCTION 4 LLC	19.41	432831
		9,614.55*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	1.82	432733
FUNCTION 4 LLC	66.56	432831
		68.38*
		485,623.72**
MOSQUITO CONTROL FUND		
W.W. GRAINGER, INC.	172.51	432676
MUNRO'S	82.20	432688
SETZER HARDWARE, INC.	20.95	432696
TEXAS WORKFORCE COMMISSION	234.64	432708
CENTERPOINT ENERGY RESOURCES CORP	74.82	432753
FUNCTION 4 LLC	19.41	432831
NORTHWEST MANUFACTURING INC	411.75	432834
		1,016.28**
FAMILY GROUP CONFERENCING		
FUNCTION 4 LLC	19.41	432831
		19.41**
J.C. FAMILY TREATMENT		
PATRICIA VELASCO	1,365.00	432814
		1,365.00**
SECURITY FEE FUND		
TEXAS WORKFORCE COMMISSION	2,004.00	432708
		2,004.00**
LAW LIBRARY FUND		
STATE BAR OF TEXAS	187.50	432702
THOMSON REUTERS-WEST	2,508.05	432795
FUNCTION 4 LLC	19.41	432831
		2,714.96**
GRANT A STATE AID		
BI INCORPORATED	595.18	432727
OMNICARE SAN ANTONIO	5.84	432762
YOUTH ADVOCATE PROGRAM	1,272.00	432768
G4S YOUTH SERVICES LLC	16,935.00	432808
GRAYSON COUNTY DEPT OF JUVENILE	3,498.00	432809
		22,306.02**
COMMUNITY SUPERVISION FND		
OFFICE DEPOT	850.43	432689
TIME WARNER COMMUNICATIONS	160.02	432707
UNITED STATES POSTAL SERVICE	137.73	432733
JCCSC	98.00	432780
		1,246.18**
JEFF. CO. WOMEN'S CENTER		
KAY ELECTRONICS, INC.	165.10	432683
KIM MCKINNEY, LPC, LMFT	150.00	432685
AT&T	133.74	432701

PGM: GMCOMMV2	DATE 04-24-2017	PAGE: 8
NAME	AMOUNT	CHECK NO.
		TOTAL
SYSCO FOOD SERVICES, INC.	1,194.12	432703
PETTY CASH - RESTITUTION I	118.00	432719
TEXAS FIRE & COMMUNICATIONS	99.96	432728
BEN E KEITH FOODS	1,250.67	432748
MELODY C ANTOON RN	1,060.00	432761
REDWOOD TOXICOLOGY LABORATORY	76.50	432764
SAM'S CLUB DIRECT	190.10	432790
MATERA PAPER COMPANY INC	325.67	432794
FUNCTION 4 LLC	38.82	432831
		4,802.68**
COMMUNITY CORRECTIONS PRG		
FUNCTION 4 LLC	24.96	432831
		24.96**
DRUG DIVERSION PROGRAM		
TEXAS WORKFORCE COMMISSION	1,072.70	432708
FUNCTION 4 LLC	22.19	432831
		1,050.51**
COUNTY CLK RECORDS ARCHIV		
MANATRON	30,595.54	432767
		30,595.54**
COUNTY RECORDS MANAGEMENT		
TEXAS GULF HISTORICAL SOCIETY	25.00	432709
		25.00**
HOTEL OCCUPANCY TAX FUND		
THERMACON SERVICE	475.00	432657
CASH ADVANCE ACCOUNT	568.80	432682
MUNRO'S	81.85	432688
TIME WARNER COMMUNICATIONS	110.53	432704
TRI-CITY COFFEE SERVICE	30.05	432711
BAKER DISTRIBUTING COMPANY	158.64	432747
DISH NETWORK	113.51	432763
JESSIE DAVIS	12.00	432771
SIGN DOCTOR, INC	196.00	432781
THE STREETZ DANCE CONVENTION AND CO	3,500.00	432817
DONNY AVERY	12.00	432824
FUNCTION 4 LLC	87.36	432831
BOW TIE EVENTS	2,000.00	432835
GOLDEN TRIANGLE SPORTS ACADEMY	500.00	432836
GOLDEN TRIANGLE SPORTS ACADEMY	500.00	432837
GOLDEN TRIANGLE SPORTS ACADEMY	500.00	432838
GOLDEN TRIANGLE SPORTS ACADEMY	500.00	432839
GOLDEN TRIANGLE SPORTS ACADEMY	500.00	432840
GOLDEN TRIANGLE SPORTS ACADEMY	500.00	432841
MAGNOLIA GARDEN CLUB	10,000.00	432842
STRIESFELD SPORTS AND ENTERTAINMENT	500.00	432843
STRIESFELD SPORTS AND ENTERTAINMENT	500.00	432844
		21,345.74**
DISTRICT CLK RECORDS MGMT		
FUNCTION 4 LLC	38.82	432831
		38.82**
1957 ROAD BOND FUND		
TIM RICHARDSON	10,500.00	432800
		10,500.00**
AIRPORT FUND		
TEXAS WORKFORCE COMMISSION	367.74	432708
UNITED STATES POSTAL SERVICE	2.02	432733
LOWE'S HOME CENTERS, INC.	709.20	432740
CENTERPOINT ENERGY RESOURCES CORP	169.55	432753
EAGLE TUGS	3,050.00	432786
SOUTHEAST TEXAS PARTS AND EQUIPMENT	59.31	432803
EASTERN AVIATION FUELS INC	15,982.63	432806
VMAG LLC	321.19	432815
FUNCTION 4 LLC	38.82	432831
		19,964.98**
SE TX EMP. BENEFIT POOL		

PGM: GMCOMMV2	DATE 04-24-2017	PAGE: 9
NAME	AMOUNT	CHECK NO. TOTAL
GROUP ADMINISTRATIVE CONCEPTS INC	842.00	432779 842.00**
LIABILITY CLAIMS ACCOUNT		
TEXAS MUTUAL INSURANCE COMPANY	57,256.84	432823
NORYOUR AKINS & OFFERMAN & KING LLP	61,675.48	432833
ACCURATE LEGAL VIDEO SERVICES	705.00	432846 119,637.32**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	7,240.51	432754
TRISTAR RISK MANAGEMENT	3,777.75	432755 11,018.26**
PAYROLL FUND		
JEFFERSON CTY. - FLEXIBLE SPENDING	13,628.75	432627
CLEAT	288.00	432628
JEFFERSON CTY. TREASURER	17,133.70	432629
RON STADTMUELLER - CHAPTER 13	530.00	432630
INTERNAL REVENUE SERVICE	475.00	432631
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,640.00	432632
JEFFERSON CTY. COMMUNITY SUP.	9,197.69	432633
JEFFERSON CTY. TREASURER - HEALTH	460,797.72	432634
JEFFERSON CTY. TREASURER - GENERAL	25.00	432635
JEFFERSON CTY. TREASURER - PAYROLL	1,602,018.61	432636
JEFFERSON CTY. TREASURER - PAYROLL	636,540.95	432637
MONY LIFE INSURANCE OF AMERICA	126.84	432638
POLICE & FIRE FIGHTERS' ASSOCIATION	3,000.98	432639
TGSLC	878.02	432640
UNITED WAY OF BEAUMONT& N JEFFERSON	18.00	432641
JEFFERSON CTY. TREASURER - TCDRS	600,241.12	432642
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,581.65	432643
JEFFERSON COUNTY TREASURER	2,623.29	432644
JEFFERSON COUNTY - TREASURER -	6,817.58	432645
NECHES FEDERAL CREDIT UNION	51,793.06	432646
JEFFERSON COUNTY - NATIONWIDE	66,940.64	432647
TENNESSEE CHILD SUPPORT	115.38	432648
SBA - U S DEPARTMENT OF TREASURY	168.49	432649
U S DEPARTMENT OF TREASURY	265.40	432650
WILLIAM E HEITKAMP	755.01	432651
JOHN TALTON	1,872.31	432652
IL DEPT OF HEALTHCARD AND FAMILY SER	49.85	432653
BELINDA M ZURITA	230.77	432654 3,482,753.81**
MARINE DIVISION		
JACK BROOKS REGIONAL AIRPORT	505.98	432681
SIERRA SPRING WATER CO. - BT	50.90	432734
ED SMITH	49.95	432805 606.83**
		4,277,433.60***

STATEMENT OF WORK TX030617JC

JEFFERSON COUNTY, TEXAS

HIPA PLUS HOSTING RENEWAL

Version 1.3

March 31, 2017

Prepared by: John Rickerby

Manatron, Inc. – A Thomson Reuters Business



Document submitted by Manatron, Inc. – A Thomson Reuters Business

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PROJECT SUMMARY

Project:	Jefferson County, Texas HIPA Plus hosting services for transactional replication of the Aumentum Recorder production server, hosting of Internet Public Access with eCommerce, and eRecording submissions.
Project Site:	Jefferson County 1001 Pearl Street Beaumont, Texas 77704
County Contact:	Carolyn Guidry, County Clerk (409) 835-8475
Term of Renewal:	38 months from April 1, 2017 – May 31, 2020 plus an option for two additional twelve-month terms through May 31, 2022.
Scope:	This project is a renewal for the replication of the current Aumentum Recorder and production versions of Aumentum Public Access and eRecording.
Technology:	<p>Hardware - The County will provide all local production hardware and infrastructure. TRTA Gov will provide all data center replication and web server hardware and infrastructure.</p> <p>Software - Any software deliverables from TRTA Gov are listed in this Statement of Work. Deliverables outside the current functionality of the standard Aumentum Recorder suite and/or as installed currently in the County's production environment may be subject to additional development and configuration, which may be accompanied by additional charges. Any changes or additions to these deliverables will need to adhere to TRTA Gov's change management process.</p>

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work mutually agreed upon by Manatron, Inc. - a Thomson Reuters Business ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov") and Jefferson County, Texas (the "County").

PROJECT OVERVIEW

This Statement of Work (SOW) defines the areas or scope of work for this project and identifies TRTA Gov and County project responsibilities. It also describes the project management processes for performing this work, the criteria for determining that the work is successfully completed, and the methods to be used to control scope, quality, and costs. Mitigation is defined for any significant project risks that have been identified.

SOFTWARE

TRTA Gov will provide database-to-database replication of the data and images to the hosted data center. This will include replication of the current Aumentum Recorder suite of application software and the Microsoft SQL Server 2016 database. The County's Internet Aumentum Recorder Public Access with eCommerce module and eRecording module will also be directly hosted from the data center and will include real-time communication to the local Aumentum Recorder production servers located at the County.

Item	Description	Number of Users	Comments
Aumentum Recorder Application Software	No changes to current Aumentum Recorder functionality	N/A	Replicated to data center
Aumentum Recorder Public Access with eCommerce	Public Access for Internet-based researchers	Site license (unlimited users)	Hosted at data center
Aumentum Recorder eRecording	Receive electronic filing of land records documents	County-approved submitters	Hosted at data center
Microsoft SQL Server 2016 Database Software	Database software, including transactional replication functionality	N/A	Data center license provided by TRTA Gov
SSL Certificate	128 SSL Certificate for eCommerce	N/A	SSL certificate provided by County

RECOMMENDED HARDWARE

TRTA Gov will provide all data center server hardware, software and infrastructure required for replicating the County's Aumentum Recorder system and hosting internet Public Access and eRecording. The County will be responsible for local production server hardware, software, infrastructure for Aumentum Recorder. The County will provide the network and bandwidth.



Item	Description	Quantity	Comments
Data center servers and infrastructure	Aumentum Recorder application/database/image replication server and production web server for Internet Public Access and eRecording	1	TRTA Gov will provide
Local production server and infrastructure	Aumentum product server and back-up web server for Internet Public Access and eRecording	1	County will provide

PROJECT IMPLEMENTATION

PURPOSE STATEMENT

The purpose of this renewal is to provide full off-site transactional replication of the County's Aumentum Recorder indexes and images at TRTA Gov's data center located in the Time Warner facility in Indianapolis, Indiana. The data center will provide layered redundancy to the County's local production system and failover in the event of an interruption in access to the production system or a full disaster.

In addition to Aumentum Recorder replication, the data center will host County's Internet Public Assess and eRecording modules to manage Internet researcher inquiries of County indexes and images stored in Aumentum Recorder and the receiving of eRecording submissions for transmission to the County production systems. This configuration will ensure high availability for these Internet-based functions within consistently managed response times, thus insulating the local production configuration and ensuring consistent access even in the event of a disaster at the County's site.

ASSUMPTIONS AND CONSTRAINTS

- A 38-month commitment is required for service for TRTA Gov applications. If the County decides to terminate the service at any point prior to the end of the 38-month commitment, the County will be responsible for the fees for the TRTA Gov applications for the balance of the commitment.
- An option has been provided for two additional twelve-month terms. Each optional term will start automatically unless either party notifies the other by signing and submitting Attachment 2 to the other party at least 60 days prior to the end of the current term.
- TRTA Gov will replicate the existing indexes, images, Aumentum Recorder software and Microsoft SQL Server database to the remote data center configuration. The County's current Aumentum Recorder release level and configuration will not be changed.
- Public Access for Aumentum Recorder will allow researchers to view documents using the HIPA Plus replication server. Requests to purchase Aumentum Recorder document copies will be redirected to the County/production server to complete the transaction. For eRecording, documents will be received from submitters in the hosted application and will be pushed to the production server for normal processing as batches are accessed by users. All database changes occur on the production server. Replication is from the production server to the hosted server. In the event of a disaster event impacting the County production server, the hosted replication server can be enabled to allow eCommerce Public Access purchases, eRecording processing, and any other standard County Clerk

business transaction. When the production server is back online, TRTA Gov will coordinate through County IT to update the production server.

- The County will be provided with 2 TB of data storage, which should be sufficient based on current estimates. If usage exceeds this estimate and additional storage has to be added, the County will be notified and asked to approve the cost of adding additional storage for the balance of the contract. Space will be monitored as needed to ensure there is no limitation in functionality.
- The term “real-time replication” can take a few minutes to complete as network/server traffic will affect the timing of the replication between sites.
- Data replication can be impacted by the telecommunication provided between the County and the data center.
- The County is responsible for providing broadband communication access and any necessary firewall from the production site to an Internet service provider in the case of a LAN-to-LAN VPN tunnel.
- TRTA Gov will provide the County with a one-time delivery of images and database stored in the hosted facility at no charge to the County. If the County requests that TRTA Gov Technical Services restore the delivered backup data and images on the local server, then a separate billable work order would be created based on the time and materials required to support the event.
- Data and images housed in the Aumentum Recorder system are of a non-proprietary nature. All data will be housed in a standard SQL database structure, and images will continue to be stored as Group 4 TIFF's. All data and images hosted in the data center are the property of the Jefferson County Clerk.
- The County will be responsible for providing all Aumentum Recorder production system hardware, infrastructure and environmental space, power requirements, and access by TRTA Gov for installation testing to the data center and operation.
- The County will provide the SSL Certificate for use with eCommerce and eRecording.
- High-speed remote access to application and database server(s) must be provided to the TRTA Gov project team members at agreed upon times for set-up, configuration and testing. The date and times of the required access will be scheduled between TRTA Gov and the County in advance by the respective project managers.
- The County will be responsible for testing and reviewing the data on the remote server and providing approval for cut-over production.
- All documentation provided by TRTA Gov is provided “as-is.”
- TRTA Gov recommends running 100mbps Ethernet connections to the desktop.
- Future technology refreshes for the County have not been included in the scope of this SOW. Technology refreshes include future peripheral hardware upgrades or replacement of equipment.

DEFINITION OF SEVERITY LEVELS

TRTA Gov shall respond to any errors reported by the County based on the severity level assigned to such error. Severity levels and TRTA Gov's responses are detailed in existing Master Agreement TX2012.004 between the County and TRTA Gov.

IMPLEMENTATION DELIVERABLES

Hardware and Software Deliverables

Any hardware and software deliverables are listed at the beginning of this SOW.

Remote Data Center Deliverables

Remote Data Center deliverables are described in "Attachment 3 - Managed Services Hosting Agreement" located at the end of this document.

All remote hardware and software and data center infrastructure are provided within the proposed HIPA Plus hosting services described in this SOW. The County will be provided with 2 TB of data storage which should be sufficient based on current estimates. TRTA Gov will be responsible for system set-up, configuration, and establishing communication with the County's network.

COUNTY RESPONSIBILITIES

Access

The County will provide a secure connection for remote access to facilitate TRTA Gov's support of the system. This can be accomplished via VPN connection for TRTA Gov personnel on a 7-day/24-hour basis during the installation or as otherwise arranged by both parties.

LAN

The County shall provide a Local Area Network (LAN) with Internet Protocol (IP) switched 100Mb Ethernet with wiring to the Network Interface Card (NIC).

Network Administration and Operating System Security

The County shall provide trained personnel to administer its network and manage its domain, including security access.



PRICES

The following outlines the HIPA Plus hosting services proposed.

TRTA GOV HIPA PLUS HOSTING SERVICES	
<p>HIPA Plus Hosting Services:</p> <ul style="list-style-type: none"> • HIPA Plus transactional data replication of Aumentum Recorder production server to the Indianapolis data center • HIPA Plus Hosted Internet Public Access with eCommerce and eRecording • County to provide SSL certificate for eCommerce and eRecording • 2 TB of storage <p>Includes all Aumentum Recorder and web server data storage hardware located at the data center, Microsoft SQL Server database software, and all supporting infrastructure to ensure high availability.</p>	
<p>Recurring TRTA Gov Applications Monthly Fee: \$3,632.00</p>	
Total for first 14 months (April 1, 2017 – May 31, 2018):	\$50,848.00
Next 12 months (June 1, 2018 – May 31, 2019):	\$43,584.00
Next 12 months (June 1, 2019 – May 31, 2020):	<u>\$43,584.00</u>
Total for first 38 months:	\$138,016.00
Optional Next 12 months (June 1, 2020 – May 31, 2021):	\$43,584.00
Optional Next 12 months (June 1, 2021 – May 31, 2022):	\$43,584.00
<p>All fees will be billed monthly.</p>	



ATTACHMENT 1 – AGREEMENT TO STATEMENT OF WORK

STATEMENT OF WORK AGREED AND ACCEPTED

We, the undersigned, accept this document as a stable work product to be used in the delivery of the services described herein. Any deviation from this Statement of Work is to be handled through TRTA Gov's change management process.

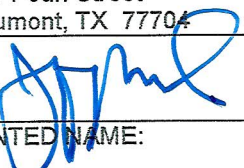
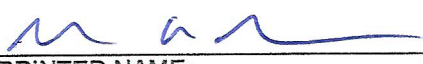
This Statement of Work will confirm all requests for services as outlined and at the price indicated. This SOW will be an addendum to existing Master Agreement No. TX2012.004 between the County and TRTA Gov. All the terms and conditions of that agreement will pertain.

BILLING FOR HIPA PLUS

Monthly billing of \$3,632.00 for HIPA Plus will begin as of April 1, 2017.

HIPA Plus hosting fees are \$3,632.00 per month for 38 months (April 1, 2017 – May 31, 2020). The total fee for the full 38 months is \$138,016.00. The optional two additional twelve-month terms (June 1, 2020 – May 31, 2021 and June 1, 2021 – May 31, 2022) will also be billed monthly at \$3,632.00 per month (\$43,584.00 for each twelve-month term).

SIGNATURES

Jefferson County 1001 Pearl Street Beaumont, TX 77704	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY: 	BY: 
PRINTED NAME: Jeff Branick	PRINTED NAME: Brian A. Wilson
TITLE: County Judge	TITLE: Vice President, Finance
DATE: 4/10/17	DATE: 4-18-17

This agreement is not effective until executed by both parties.



ATTACHMENT 2 – NOTIFICATION FORM

NOTIFICATION TO DECLINE OPTIONAL TERM(S)

We, Jefferson County, Texas, hereby give TRTA Gov notice that we have chosen to decline the term checked below for HIPA Plus Hosting services:

☐ June 1, 2020 – May 31, 2022 OR June 1, 2021 – May 31, 2022

Jefferson County, Texas
BY:
PRINTED NAME:
TITLE:
DATE:

NOTIFICATION TO DECLINE OPTIONAL TERM(S) OR TO RENEGOTIATE

We, TRTA Gov, hereby give Jefferson County, Texas notice that we have chosen the following:

- ☐ To decline providing HIPA Plus Hosting services for June 1, 2020 to May 31, 2022
OR
☐ To decline providing HIPA Plus Hosting services for June 1, 2021 to May 31, 2022
OR
☐ To renegotiate the rates shown in this SOW for June 1, 2020 – May 31, 2022 or June 1, 2021 – May 31, 2022 (an amendment to this SOW will detail such renegotiations)

TRTA Gov
BY:
PRINTED NAME:
TITLE:
DATE:

This form must be submitted to the other party at least 60 days prior to the end of the then-current term.



ATTACHMENT 3 – MANAGED SERVICES HOSTING AGREEMENT

An incident is defined as any time the system is inaccessible to the public. The County will own the telecommunication (VPN) line that provides the data to the data center and will be first-line support; however, there may be an issue that is out of TRTA Gov's control that will temporarily affect the database replication. TRTA Gov will initiate a support call, monitor progress, and monitor the telecommunication line. Database replication is not included in the credit percentage section of this SOW. The telecommunication within the data center that provides availability to the records/website once on the server is included in the credit percentages and is owned by the data center.

The SOW applies only when the County is agreeing to a term commitment of thirty-six (36) months for the TRTA Gov applications. If the County decides to terminate the service, the County will be responsible for data center charges through the TRTA Gov application's thirty-six-month commitment. TRTA Gov reserves the right to amend the SOW from time to time effective upon notice to County, provided that in the event of any amendment resulting in a material reduction of the service levels, the change request sets forth County's sole remedies for any claim relating to the services, including any failure to meet any guarantee set forth in the change request. The Data Center records and data shall be the basis for all change request calculations and determinations. Notwithstanding anything to the contrary, the maximum amount of credit in a month shall not exceed 10% of the monthly recurring fee.

Without limiting the foregoing, County agrees that neither it nor its employees, agents, contractors, or representatives shall attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, Acceptable Use Policy, Change Management, or other Data Center policies relating to the Data Center service offering. Any such actions may cause a disruption in service. Any disruption of services which results in the violation of these provisions shall be excluded from the infrastructure availability and the County will have no right to any service credit or other remedy under a change request or otherwise with respect to such disruption. The County will pay TRTA Gov at the current published rates for reasonable remedial services resulting from the County's actions.

TRTA Gov will provide the County with written notice before performing scheduled maintenance and as much notice as possible when performing emergency change controls. The Data Center designs its services around an N+ 1-redundancy philosophy that is used to minimize outages during planned change controls. The Data Center will use commercially reasonable efforts to minimize the impact of any change control and, when possible, schedule the change control to eliminate or minimize impact to the County's service. However, the Data Center reserves the right to proceed with any change control if it is determined by the Data Center, in its sole discretion, that a change control is necessary to maintain the overall integrity of the services and/or the change control will not cause harm to the County.

INFRASTRUCTURE AVAILABILITY

Infrastructure shall consist of the following components that are provided as part of the Data Center services:

- Co-location space reserved for use by the County in the Data Center, including quarter, half, or full cabinets and cage space;
- Power provided to County's co-location space; and
- Internet access provided to the County from the Data Center Internet Backbone.

In the event that TRTA Gov fails to meet its stated Infrastructure Availability in any given month during the service term, County shall be entitled to receive a credit (as the sole and exclusive remedy hereunder) by providing TRTA Gov with a written request for a service credit within sixty (60) days after receipt of an invoice for the period in which the Infrastructure was unavailable. The amount of the service credit shall be determined by the percentage in accordance with the table shown below; the credit percentage will be off the monthly recurring fee.



INCIDENT MANAGEMENT AVAILABILITY MATRIX

Infrastructure Availability Percentage	Credit Percentage
100%	0%
<99.99% > 99.5%	1%
<99.5% > 99.0%	2%
<99.0% > 98.5%	3.5%
<98.5% > 95.0%	5%
<95.0%	10%



**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE, AND SERVICES**

The attached Schedules numbered TX2012.004.02 are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. TX2012.004 between TRTA Gov and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. – A THOMSON REUTERS BUSINESS 510 E. Milham Avenue Portage, Michigan 49002 ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov")	JEFFERSON COUNTY, TEXAS 1001 Pearl Street Beaumont, Texas 77704 ("Customer")
Attention: Mary T. Ammar, Senior Contract Administrator Telephone No.: (269) 388-2604 Fax No.: (269) 567-2930 E-mail Address: mary.ammar@tr.com	Attention: Carolyn Guidry, County Clerk Telephone No.: (409) 835-8475 Fax No.: E-mail Address: guidry@co.jefferson.tx.us

The parties have executed these Schedules as of the dates set forth below their respective signatures.

TRTA GOV

By: 
(Signature)

Printed/Typed Name: Brian A. Wilson

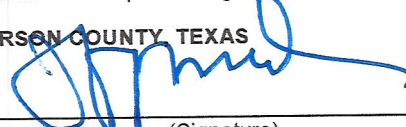
Its: Vice President, Finance
(Title)

Date: 4-18-17

Witnessed: _____
(Signature)

By: _____
(Printed/Typed Name)

JEFFERSON COUNTY, TEXAS

By: 
(Signature)

Its: County Judge
(Title)

Date: 4/10/17

By: _____
(Signature)

Its: _____
(Title)

Date: _____

By: _____
(Signature)

Its: _____
(Title)

Date: _____

Witnessed: 
(Signature)

Date: 4/10/17

SIGNATURE PAGE



Date: April 4, 2017



HARDWARE SCHEDULE FOR JEFFERSON COUNTY, TEXAS

Schedule No. TX2012.004.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. TX2012.004 between TRTA Gov and the undersigned Customer (the "Agreement").

HARDWARE				
Hardware Description	Quantity	Unit Price	Total Price	Warranty
Dell PowerEdge R730 Server with 5-year, 7x24 4-hour Mission Critical warranty	1	\$ 16,643.00	\$ 16,643.00	Manufacturer's Warranty Only
Total Hardware Fees:			\$ 16,643.00	

All quoted fees for Hardware are valid for 60 days from the date of this Schedule.

ALL HARDWARE SUPPORT CALLS SHOULD BE DIRECTED TO THE HARDWARE MANUFACTURER. NO HARDWARE SUPPORT OR TIER-ONE DIAGNOSTICS WILL BE PROVIDED BY TRTA GOV. CUSTOMER MAY BE REQUIRED BY THE HARDWARE MANUFACTURER TO PROVIDE ONSITE ASSISTANCE VIA TELEPHONE FOR HARDWARE WARRANTY ISSUES.

TERM OF HARDWARE SCHEDULE: This Schedule shall expire upon the latter of (1) the receipt of and payment for the Hardware specified above, or (2) the expiration of any applicable Hardware warranty.

Date: April 4, 2017



THIRD-PARTY SOFTWARE SCHEDULE FOR JEFFERSON COUNTY, TEXAS

Schedule No. TX2012.004.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. TX2012.004 between TRTA Gov and the undersigned Customer (the "Agreement").

THIRD-PARTY SOFTWARE					
Software Description	Item	Quantity	Unit Price	Total Price	Notes
LeadTools Document Imaging License with Read and Write PDF Plug-Ins	Upgrade	26	No charge	-	
LeadTools Plus OCR Workstation License with Read and Write PDF Plug-Ins	Upgrade	8	No charge	-	
LeadTools Plus OCR Workstation License with Read and Write PDF Plug-Ins	New	8	\$ 350.00	\$ 2,800.00	
Captiva Pix Tools	Upgrade	8	No charge	-	
Captiva Pix Tools	New	8	\$ 189.00	\$ 1,512.00	
Total Third-Party Software Fees:				\$ 4,312.00	

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

TERM OF THIRD-PARTY SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Third-Party Software and the payment of all fees specified in this Schedule.

Date: April 4, 2017

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR JEFFERSON COUNTY, TEXAS

Schedule No. TX2012.004.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. TX2012.004 between TRTA Gov and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	Quantity	Annual Price for 6/1/17 - 5/31/18	Notes
Aumentum Recorder Base System, including Automated Redaction, Custom Documents, Assumed Names, Marriage Licenses, Online Marriage Applications, Vitals for Birth and Death, Commissioners' Court Minutes, and Court Imaging with interface to County Case Management System	1	\$ 80,503.40	
Aumentum eRecording Software	1		
Aumentum Recorder Public Access with eCommerce	1		
LeadTools Document Imaging License with Read and Write PDF Plug-Ins	26	N/A	Manufacturer Warranty Only
LeadTools Plus OCR Workstation License with Read and Write PDF Plug-Ins	16		
Captiva Pix Tools	16		
Total Maintenance & Support Services Fees		\$ 80,503.40	

ALL HARDWARE SUPPORT CALLS SHOULD BE DIRECTED TO THE HARDWARE MANUFACTURER. NO HARDWARE SUPPORT OR TIER-ONE DIAGNOSTICS WILL BE PROVIDED BY MANATRON. CUSTOMER MAY BE REQUIRED BY THE HARDWARE MANUFACTURER TO PROVIDE ONSITE ASSISTANCE VIA TELEPHONE FOR HARDWARE WARRANTY ISSUES.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services under these Schedules shall commence on June 1, 2017 and shall continue for an initial period of thirty-six (36) months. An option has been provided for two (2) additional twelve-month terms. Each optional term will start automatically unless either party provides the other party with written notice of intention to decline at least 60 days prior to the end of the then-current term. If Support Services are discontinued by Customer or terminated for any period and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears in addition to the then-current annual support fees.

Date: April 4, 2017



PROFESSIONAL SERVICES SCHEDULE FOR JEFFERSON COUNTY, TEXAS

Schedule No. TX2012.004.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. TX2012.004 between TRTA Gov and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES					
General Description of Services	Quantity	Unit Price	One-Time Fees	Annual Fees	Estimated Completion Date
Project Management	As detailed in Statement of Work TX2012.004.02SOW	\$ 21,119.00	\$ 21,119.00	N/A	TBD
Consulting - General					
Development - Project					
DBA					
Tech Services					
Travel Expenses					
Enhanced Service Level - SLA 2			N/A	\$ 9,000.00	
Total Professional Services Fees:			\$ 21,119.00	\$ 9,000.00	

CONSULTATION/TRAINING SERVICES				
Description	Model Number	Days/Quantity	Total Price	Office
Total Consultation/Training Services Fees:			N/A	

All Professional and Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Professional and Consultation/Training Services fees are due and payable after TRTA Gov performs such services in accordance with TRTA Gov's invoice(s) that shall be sent to the Customer. All travel-related expenses associated with TRTA Gov's Professional and Consultation/Training Services are included above.

ADDITIONAL PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS: TRTA Gov shall provide Professional and Consultation/Training Services to Customer in the amounts identified above. Any additional Professional or Consultation/Training days requested by Customer shall be billed as used at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with TRTA Gov's additional Professional and Consultation/Training Services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) TRTA Gov recommends one (1) person per PC / terminal; and
- (6) Class size should not exceed twelve (12) trainees.

Date: April 4, 2017

SUMMARY SCHEDULE FOR JEFFERSON COUNTY, TEXAS

Schedule No. TX2012.004.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. TX2012.004 between TRTA Gov and the undersigned Customer (the "Agreement").

ONE-TIME FEES	
Description	Price
HARDWARE	\$ 16,643.00
THIRD-PARTY SOFTWARE	\$ 4,312.00
PROFESSIONAL SERVICES	\$ 21,119.00
Total One-Time Fees - Plus Freight:	\$ 42,074.00

Payment Terms for One-Time Fees: Billing milestones are shown in Statement of Work TX2012.004.02SOW. All invoices are due within 30 days of receipt.

Taxes: The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides TRTA Gov with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by TRTA Gov, excluding any taxes based upon TRTA Gov's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, TRTA Gov shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay TRTA Gov for such tax liability within thirty (30) days of receiving written notice of such tax liability from TRTA Gov.

ONGOING FEES	
Description	Annual Price
SOFTWARE SUPPORT SERVICES:	
Year 1	\$ 80,503.40
Year 2	\$ 83,188.50
Year 3	\$ 85,954.16
Year 4	\$ 88,802.78
Year 5	\$ 91,736.86
ENHANCED SERVICE LEVEL - SLA 2 (Years 1 - 5)	\$ 9,000.00

Payment Terms for Ongoing Fees: Ongoing Fees are due and payable in advance of each annual term and are subject to increases as defined in Section 8.2 of the Master Agreement. All invoices are due within 30 days of receipt. Years 4 and 5 of Software Support Services and Enhanced Service Level - SLA 2 are optional.

Date: April 4, 2017



Manatron, Inc. – A Thomson Reuters Business Service Level Agreement

1. PURPOSES AND SCOPE.

This Service Level Agreement sets forth the terms of the maintenance services available to Jefferson County, Texas ("Customer") from Manatron, Inc. – a Thomson Reuters Business ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov"). TRTA Gov will perform the maintenance services selected in and according to the terms and conditions set forth in Master Agreement TX2012.004 and Schedules TX2012.004.02 by and between TRTA Gov and Customer (the "Agreements") and as described herein.

2. AVAILABLE SERVICES.

TRTA Gov offers four (4) levels of maintenance services.

2.1 Level ONE, Basic Level of Service. This is the most basic level of maintenance services available to Customer under this Service Level Agreement and is further described in Section 3, Level ONE, Basic Level of Service.

2.2 Level TWO, Optional Extended Support. TRTA Gov provides optional on-site maintenance services. Maintenance services under Level TWO, Optional Extended Support, include all maintenance services under Level ONE, Basic Level of Service, and the additional maintenance services described in Section 4, Level TWO, Optional Extended Support.

2.3 Level THREE, Optional Extended Support. TRTA Gov provides optional on-site maintenance services. Maintenance services under Level THREE, Optional Extended Support, include all maintenance services under Level ONE, Basic Level of Service, and the additional maintenance services described in Section 5, Level THREE, Optional Extended Support.

2.4 Level FOUR, Optional Extended Support. TRTA Gov provides optional custom services to be described in a detailed attached Statement of Work.

3. LEVEL ONE – BASIC LEVEL OF SERVICE.

3.1 Base Mandatory Services. Level ONE, Basic Level of Service, is included in the Annual Ongoing Maintenance/Support Fees payable pursuant to the Agreements. During the term of the Agreements, TRTA Gov will provide Level ONE, Basic Level of Service, with respect to the TRTA Gov Application Software and Third-Party Software.

3.2 Account Manager / Support Representative. TRTA Gov will designate an account manager or other support representative. The support representative will maintain close contact with Customer through frequent communication. The support representative will be responsible for managing delivery of the maintenance services.

3.3 Customer Support Center. The Customer Support Center ("CSC") is the primary point of Customer contact for all support. CSC consultants provide responses to support requests received from system

users and system administration personnel. When initiating a support request, Customer should communicate to the CSC the information regarding the support request in as much detail as possible.

(a) The primary means of contacting TRTA Gov's CSC during normal operating hours is via telephone through the toll-free Customer support line. Outside of normal operating hours or if all CSC consultants are busy, the Customer support line will prompt callers to leave a voice mail message that will generate creation of a support case. Customers can also submit their own support cases through TRTA Gov's support portal.

(b) A dedicated, toll-free Customer support fax line is available 24 hours a day, 7 days a week, as is e-mail access.

3.4 CSC Hours of Operation. Normal operating hours for the CSC are 8:00 a.m. to 5:00 p.m. local Customer time, Monday through Friday, except for TRTA Gov company holidays.

3.5 CSC Response Goals.

(a) Upon receipt of a support request, a CSC consultant will review the information and assign a severity for urgency of response according to the following list:

<u>Priority</u>	<u>Type of Problem/Request</u>
1/Critical	A problem that causes an immediate major impact on Customer's business. The problem has caused Customer's use of the software, or a significant component thereof, to stop or substantially deviate from the Documentation. No timely work-around exists.
2/High	The problem causes an impact on Customer's business. A work-around is not available. However, processing can still continue but in a restricted manner.
3/Medium	The problem has a minor impact on Customer's business. The problem does not prevent operation of the software.
4/Low	The problem has no business impact.

(b) A CSC consultant will communicate to Customer a Response based upon the severity of the problem. "Response" is defined as a communication with Customer of the status of problem, analysis or potential remedies, or work-arounds. The Response goals for a support request received during normal business hours are shown in the following table:

<u>Priority</u>	<u>Response Goal</u>
1/Critical	Within 1 hour
2/High	Within 4 hours
3/Medium	Within 1 business day
4/Low	TRTA Gov will consider addressing the issue in a future Version

Manatron, Inc. – A Thomson Reuters Business Service Level Agreement

(c) Responses to a support request received via voice mail/pager, fax, or e-mail during other than normal operating hours may be delayed unless previous arrangements have been made for standby support resources.

3.6 CSC Request Escalation.

(a) Upon receipt of a Priority 1/Critical support request, the CSC manager will be notified to ensure that appropriate TRTA Gov resources are focused on returning the affected system to operation as soon as possible.

(b) A Priority 2/High support request not resolved within eight (8) hours of notification to the CSC will be escalated for assistance by other subject matter experts or TRTA Gov functional area supervisor/manager to determine next steps.

(c) Customer will be notified of the current status and projected closure target on each unresolved support request, which will be tracked and reported until resolved.

3.7 Remote Diagnostics. The CSC consultant, subject matter expert, TRTA Gov support representative, or other Customer support personnel may utilize remote VPN capability to assist with system diagnosis and/or corrective action. Customer-direct participation may or may not be required during remote operations. However, in either case, all use of remote capability will be coordinated with Customer in advance.

3.8 Supplements and Custom Programming are Excluded.

(a) From time to time, TRTA Gov may make available computer programs that are compatible with the TRTA Gov Application Software and that supplement the TRTA Gov Application Software. Also, third parties may make available computer programs that are compatible with the Third-Party Software and that supplement the Third-Party Software. SUPPLEMENTS ARE NOT LICENSED UNDER THE AGREEMENTS AND WILL NOT BE PROVIDED WITH MAINTENANCE RELEASES. Subject to availability and compatibility, Customer may license or sub-license supplements by written amendment to such Agreements. All licenses and sub-licenses of supplements will include additional charges.

(b) Maintenance services do not include custom programming.

3.9 TRTA Gov Application Software Maintenance and Support. The terms of this section apply to maintenance of TRTA Gov Application Software.

(a) Customer's designated TRTA Gov support representative will manage delivery of TRTA Gov Application Software maintenance releases or updates in accordance with the provisions of the applicable Agreements and this description of Maintenance Services.

(b) Maintenance releases will be deployed on an "as-required" basis as determined by TRTA Gov.

Maintenance releases for TRTA Gov interface programs and/or supplementary applications that are not part of the main application (e.g., interfaces with mainframe programs, index or image conversion programs, export programs, etc.), will also be developed and deployed on an "as required" basis as determined by TRTA Gov.

(c) TRTA Gov may include in its maintenance releases, at its sole discretion, software modifications and enhancements which enhance the functionality of the software.

(d) Release notes will be provided simultaneously with delivery of the release to Customer to include all issues and corresponding resolutions contained in the maintenance release.

(e) Customer may submit recommended software application enhancements to be considered for inclusion in future software maintenance releases.

(f) TRTA Gov reserves the right to decline acceptance of software modifications recommended or requested by Customer. TRTA Gov also reserves the right to determine the conditions under which approved modifications will be delivered.

(g) TRTA Gov Application Software maintenance includes the correction of material defects, malfunctions, or failures that result in the TRTA Gov Application Software failing to perform substantially according to the performance specifications provided by TRTA Gov when used properly under normal use and conditions.

(i) Customer shall fully inform TRTA Gov immediately of any such defects, malfunctions, or failures. Upon receipt of such notice, TRTA Gov will commence to fix or replace the TRTA Gov Application Software or provide a suitable work-around, as herein provided. TRTA Gov will make a good faith effort to provide the fix, replacement, or work-around as soon as is reasonably possible, taking into consideration the applicable Severity level.

(ii) Customer shall provide TRTA Gov with a list of output and any other data, including databases and back-up systems, that TRTA Gov reasonably may request to reproduce operating conditions similar to those present when the error occurred.

(iii) Customer shall provide TRTA Gov and its agents access to all Customer's facilities, hardware, personnel, and data, physically at the hardware site and, if requested by TRTA Gov, through VPN connection, to permit TRTA Gov to perform its maintenance services.

(h) TRTA Gov Application Software maintenance includes any updates to the TRTA Gov Application Software developed by TRTA Gov. Updates consist of any enhancements, corrections, modifications, and additions to the TRTA Gov Application Software. Use of updates with or in place of the TRTA Gov Application Software will be fully governed by and subject to the terms of the applicable Agreements and this description of Maintenance Services. Any portion of the TRTA Gov Application Software replaced by updates, and all copies thereof, will be destroyed (with certification of destruction

Manatron, Inc. – A Thomson Reuters Business Service Level Agreement

provided to TRTA Gov) or returned to TRTA Gov, at TRTA Gov's option.

3.10 Non-TRTA Gov Third-Party Software Maintenance and Support. The terms of this section apply to maintenance of Third-Party Software. TRTA Gov does not provide maintenance of any other non-TRTA Gov software.

(a) Customer's designated TRTA Gov support representative will manage delivery of Third-Party Software maintenance releases or updates in accordance with the provisions of the applicable Agreements and this description of Maintenance Services.

(b) Maintenance of Third-Party Software will be accomplished on an "as required" basis as determined by TRTA Gov and the software licensor.

(c) Third-Party Software maintenance will be provided only to the extent offered by the licensor of the Third-Party Software. TRTA Gov will not be responsible for any software programming with respect to the Third-Party Software or for software fixes or replacements except to the extent available from the licensor.

(d) Customer shall fully inform TRTA Gov immediately of any defects, malfunctions, or failures in the Third-Party Software. Upon receipt of such notice, TRTA Gov will contact the licensor and seek a fix or replacement of the Third-Party Software. Customer shall provide TRTA Gov and the licensor with a list of output and any other data, including databases and backup systems, that TRTA Gov reasonably may request to reproduce operating conditions similar to those present when the error occurred. Customer shall provide TRTA Gov, the Licensor, and their agents access to all Customer's facilities, hardware, personnel and data, physically at the hardware site and, if requested by TRTA Gov, through VPN connection, to permit TRTA Gov and the licensor to perform the maintenance services.

(e) If a Third-Party Software failure occurs, TRTA Gov will make a good faith effort to obtain a fix, replacement, or suitable work-around of the Third-Party Software from the Licensor as soon as is reasonably possible, taking into consideration the applicable Severity level.

(f) Third-Party Software maintenance includes any updates to the Third-Party Software developed by the Licensor and that are made available to Customer. Updates consist of any enhancements, corrections, modifications, and additions to the Third-Party Software. Use of updates with or in place of the Third-Party Software will be fully governed by and subject to the terms of this Service Level Agreement. Any portion of the Third-Party Software replaced by updates, and all copies thereof, will be destroyed (with destruction certified to TRTA Gov) or returned to TRTA Gov, at TRTA Gov's option.

3.11 Exclusions. TRTA Gov will not provide maintenance or support of any hardware or non-TRTA Gov software unless it is Third-Party Software or

hardware purchased directly by TRTA Gov which is still under manufacturer's warranty. Customer may contract with TRTA Gov to perform these functions under a custom SLA Level Four Agreement. Examples of exclusions include, but are not limited to, the following:

- (a) Server and desktop operating systems support;
- (b) Systems administration, such as disk space monitoring, security updates, network/workstation user security, network configuration and routing, and anti-virus;
- (c) Data backups and tape drive maintenance;
- (d) Database maintenance, backups, replication and support;
- (e) Peripheral support such as scanner, printers, and consumables;
- (f) Add-on, upgrades, or replacement of original Customer equipment.

3.12 Other Services. Any additional support and professional services will be under a separate Services Agreement and will be priced and billed as provided for in the Services Agreement, in addition to the Annual Maintenance/ Support fees.

4. LEVEL TWO – OPTIONAL EXTENDED SUPPORT.

4.1 Selection of Optional Service Level. Level TWO, Optional Extended Support, is optional and will only be provided if selected by Customer.

4.2 Basic Level of Service, Level ONE Included. All of the maintenance services and related terms stated in Section 3 and included in Level ONE, Basic Level of Service, are provided and apply in Level TWO, Optional Extended Support.

4.3 Semi-Annual System Tuning and Site Visitation. TRTA Gov support technicians will perform the following system tuning and monitoring in conjunction with two semi-annual site visits.

(a) Scope of Work.

(i) Database Maintenance. Evaluate free space, assign additional disk space as required, review and evaluate log files, and remove unneeded log file information. Check and perform statistics for tables/indexes, check backups and maintenance plans. Document location of database files; log, backup, etc. for reporting and CSC purposes. Check replication issues for those sites using it. Perform updates/patches/service packs to databases. Perform basic performance tests (CPU usage, index performance, and/or top sessions by capture stats over at least two time frames) and report findings. Make recommendations and perform recommended tasks once confirmed by Account Manager. Perform one (1) test database refresh per year.

(ii) Hardware (Server) Maintenance. Perform system performance diagnostics and evaluate disk space usage as well as clean up unneeded log files. Chart disk usage and compare with daily volume and report findings; review strategy and procedures for

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system backup; run tape drive diagnostics; clean tape drive read-write heads; test data restore from backup tape; check physical power supply, remote access capability, check internal components and cable connections. Check performance of server monitor stats over at least two time frames and report findings. Validate Customer software and install process and update documentation as required.

(iii) Install Software Maintenance Releases or Updates. As time and resources permit, additional services can be performed such as installing software releases provided pursuant to maintenance services, adding or upgrading Customer components and peripherals, and on-site assistance with CSC support issues.

(iv) Documentation. Produce a report of the tasks accomplished and the results achieved/observed.

(v) Other Services. Any additional support and professional services will be mutually agreed and performed under a separate Service Agreement and will be priced and billed as provided for in the such agreement, in addition to the fees charged for Level TWO, Optional Extended Support.

(b) Scheduling.

(i) Customer's designated TRTA Gov support representative will coordinate and schedule system tuning and site visits with Customer.

(ii) The initial site visit should be accomplished within six (6) months of the effective date of an agreement to provide Level TWO maintenance services. The TRTA Gov support representative and Customer will schedule subsequent semi-annual site visits jointly.

(iii) When possible, system tuning and site visit work will be accomplished during Customer's normal business hours.

4.4 Semi-Annual Report of Customer CSC Activities.

(a) The CSC staff will produce semi-annual reports concerning Customer's interaction with the CSC.

(b) Reports will include number of support requests initiated by Customer, status of support requests, trends in type of support requested, support request response and problem resolution performance, and Customer satisfaction.

5. LEVEL THREE – OPTIONAL EXTENDED SUPPORT.

5.1 Selection of Optional Service Level. Level THREE, Optional Extended Support, is optional and will only be provided if selected by Customer.

5.2 Basic Level of Service, Level ONE Included. All of the maintenance services and related terms stated in Section 3 and included in Level ONE, Basic Level of Service, are provided and apply in Level THREE, Optional Extended Support.

5.3 Quarterly System Tuning and Site Visit. TRTA Gov support technicians will perform the following system tuning and monitoring in conjunction with four (4) quarterly site visits.

(a) Scope of Work.

(i) Database Maintenance. Evaluate free space; assign additional disk space as required; review and evaluate log files and remove unneeded log file information. Check and perform statistics for tables/indexes; check back-ups and maintenance plans. Document location of database files; log, backup, etc. for reporting and CSC purposes. Check replication issues for those sites using it. Perform updates/patches/service packs to databases. Perform basic performance tests (CPU usage, index performance, and/or top sessions by capture stats over at least two time frames) and report findings. Make recommendations and perform recommended tasks once confirmed by Account Manager. Perform one (1) test database refresh per year.

(ii) Hardware (Server) Maintenance. Perform system performance diagnostics and evaluate disk space usage as well as clean up unneeded log files. Chart disk usage and compare with daily volume and report findings; review strategy and procedures for system backup; run tape drive diagnostics; clean tape drive read-write heads; test data restore from backup tape; check physical power supply, remote access capability, check internal components and cable connections. Check performance of server monitor stats over at least two time frames and report findings. Validate Customer software and install process and update documentation as required.

(iii) Install Software Maintenance Releases or Updates. As time and resources permit, additional services can be performed, such as installing software releases provided pursuant to maintenance services, adding or upgrading Customer components and peripherals, and onsite assistance with CSC support issues.

(iv) Documentation. Produce a report of the tasks accomplished and the results achieved/observed.

(v) Other Services. Any additional support and professional services will be under a separate Services Supplemental Agreement and will be priced and billed as provided for in the Services Supplemental Agreement, in addition to the fees for Level THREE, Optional Extended Support.

(b) Scheduling.

(i) Customer's designated support representative will coordinate and schedule system tuning and site visits with Customer.

(ii) The initial site visit should be accomplished within three (3) months of the effective date of an agreement to provide Level THREE maintenance services. The TRTA Gov support representative and Customer will schedule subsequent quarterly site visits jointly.

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(iii) When possible, system tuning and site visit work will be accomplished during Customer's normal business hours.

5.4 Quarterly Report of Customer CSC Activities.

(a) The CSC staff will produce quarterly reports concerning Customer's interaction with the CSC.

(b) Reports will include: number of support requests initiated by Customer, status of support requests, trends in type of support requested, support request response and problem resolution performance, and Customer satisfaction.

6. EXCLUSIONS

SECTIONS 3.8 AND 3.11 OF THIS DESCRIPTION OF MAINTENANCE SERVICES AND CERTAIN SECTIONS OF THE AGREEMENTS LIMIT THE MAINTENANCE SERVICES TO BE PERFORMED BY TRTA GOV.

7. CUSTOMER RESPONSIBILITIES.

7.1 Systems Operation. Customer retains responsibility for the day-to-day management of the system and software, including the back-up system.

7.2 Specific Responsibilities. Customer is responsible for its obligations under the Agreements and the following items:

(a) Customer Contact Point ("CCP"). Customer will designate, in writing, a primary and at least one (1) alternate Customer Contact Point who will serve as the primary interface between TRTA Gov's support team and Customer. The responsibilities of the CCP include the following:

(i) Provide Customer contact information and inform TRTA Gov of any changes before they occur;

(ii) Ensure basic troubleshooting and a complete analysis of system problems using internal Customer resources prior to referring a problem to TRTA Gov;

(iii) Before submitting a support request to the CSC, gather and record the information needed to fill out a support request;

(iv) Contact the CSC and provide the support request information and any amplifying data to the CSC consultant;

(v) Coordinate Customer activities required to assist the CSC in resolving the problem;

(vi) Serve as a liaison and primary point of Customer contact for the TRTA Gov;

(vii) Complete change request forms and provide them to the TRTA Gov support representative to initiate system or software modifications;

(viii) If necessary, ensure a purchase order or other suitable form of Customer financial obligation authorization is generated and approved prior to requesting additional support not specifically included in

the maintenance service level purchased pursuant to the Agreements.

(b) System Access, Security, and Software Licenses.

(i) Customer will ensure that appropriate primary and alternate means are available for TRTA Gov support personnel to gain remote access to Customer's system (when appropriately coordinated with Customer).

(ii) Customer will maintain system passwords and will notify TRTA Gov, prior to implementation, of any changes that may affect TRTA Gov's ability to provide support under the Agreements and this description of Maintenance Services.

(iii) Customer will maintain a record of all user workstations running any portion of the licensed or Third-Party software (including any associated Internet applications). Customer will provide this information to TRTA Gov upon request and will advise TRTA Gov of any changes in the system that affect the currency of this information.

(iv) Customer is responsible for the following system components and support unless otherwise contracted through a Service Level Four Agreement:

1. Server and desktop operating systems support;
2. Systems administration, such as disk space monitoring, security updates, network security, and anti-virus;
3. Data backups and tape drive maintenance;
4. Database maintenance, back-ups, replication and support;
5. Peripheral support, such as scanners, printers and consumables;
6. Add-on, upgrades, or replacement of original Customer equipment.

**Manatron, Inc. – A Thomson Reuters Business
Service Level Agreement**

This Service Level Agreement is entered into pursuant to, and subject to the terms and conditions of, Master Agreement TX2012.004 and Schedules TX2012.004.02 by and between TRTA Gov and Jefferson County, Texas.

SERVICE LEVEL SELECTION

Level Two (SLA 2)

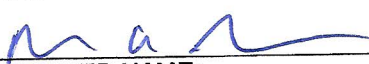
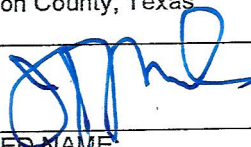
ANNUAL TOTAL MAINTENANCE AND SUPPORT FEES

June 1, 2017 – May 31, 2018 \$89,503.40
 June 1, 2018 – May 31, 2019 \$92,188.50
 June 1, 2019 – May 31, 2020 \$94,954.16
 June 1, 2020 – May 31, 2021 \$97,802.78 (optional)
 June 1, 2021 – May 31, 2022 \$100,736.86 (optional)

TERM

A 36-month commitment is required to guarantee the rates above. An option has been provided for two additional twelve-month terms. Each optional term will start automatically unless either party provides the other party with written notice of intention to decline at least 60 days prior to the end of the then-current term.

SIGNATURES

TRTA Gov	Jefferson County, Texas
BY: 	BY: 
PRINTED NAME: Brian A. Wilson	PRINTED NAME: Jeff Branick
TITLE: Vice President, Finance	TITLE: County Judge
DATE: 4-18-17	DATE: 4/10/17
The County chooses to be billed: <input type="checkbox"/> annually <input type="checkbox"/> semi-annually <input checked="" type="checkbox"/> monthly	

This agreement is not effective until executed by both parties.

STATEMENT OF WORK TX2012.004.02SOW

JEFFERSON COUNTY, TEXAS

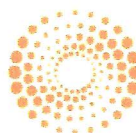
SUPPORT RENEWAL & SERVER TECH REFRESH

Version 1.3

April 5, 2017

Prepared by: John Rickerby

Manatron, Inc. – A Thomson Reuters Business



Document submitted by TRTA Gov, Inc. – A Thomson Reuters Business

Thomson Reuters, Tax & Accounting – Government

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PROJECT SUMMARY

Project:	Jefferson County, Texas Server Technology Refresh
Project Site:	Jefferson County Clerk 1001 Pearl Street Beaumont, Texas 77704
County Contact(s):	Carolyn Guidry, County Clerk (409) 835-8475 guidry@co.jefferson.tx.us
Target Date of Implementation:	Detailed schedule with agreed-upon dates to be delivered in the Project Execution Plan during the planning phase.
Scope:	On-Site Support; Hardware Configuration, Testing, and Migration Support.
Technology:	Hardware - TRTA Gov will provide the server hardware and third-party software as listed in this SOW. Software (see following table for software licenses included) - There will be no change to Aumentum Recorder software. Existing Aumentum Recorder configuration and data will be migrated to new hardware. The software deliverables from TRTA Gov are listed in the Schedules and/or Statement of Work. Deliverables outside the current functionality of the standard Aumentum Recorder suite may be subject additional charges. Any changes or additions to these deliverables will need to adhere to TRTA Gov's Change Management Process.

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work. In response to the planning phase of this project, updated project documentation and a detailed schedule will be mutually agreed upon by Manatron, Inc. – a Thomson Reuters Business (“Thomson Reuters Tax & Accounting, Government” or “TRTA Gov”) and Jefferson County, Texas (the “County”).

PROJECT OVERVIEW

This Statement of Work ("SOW") defines the areas or scope of work for this project and identifies TRTA Gov and County project responsibilities. It also describes the project management processes for performing this work, the criteria for determining that the work is successfully completed, and the methods to be used to control scope, quality, and costs. Mitigation is defined for any significant project risks that have been identified.

SOFTWARE

The server will be set up with the existing Aumentum Recorder software. Specific new third-party software will be added to bring the configuration up to current standards.

Item	Description	Number of Users	Comments
Aumentum Recorder Application Software – Current Version	Modules include Aumentum Recorder base system, including Automated Redaction, Custom Documents, Assumed Names, Marriage Licenses, Online Marriage Applications, Vitals for Birth and Death, Commissioners' Court Minutes, and Court Imaging with interface to County Case Management system.	Site license (unlimited users)	Migration of current version to new server
Aumentum eRecording Software	Filer and Image Quality Assurance (IQA) components for electronic submission of documents.	Site license (unlimited users)	Hosted module. No change.
Aumentum Recorder Public Access with eCommerce	Web-based search and retrieval for internal and Internet users; upgrade for internal Public Access stations.	Site license (unlimited users)	Hosted module. No change.
Lead Tools Document Imaging License with Read and Write PDF Plug-Ins	Image manipulation software.	26 user licenses	No-charge license upgrade for existing non-public Aumentum Recorder workstations.
Lead Tools Plus OCR Workstation License with Read and Write PDF Plug-Ins	OCR and image manipulation software.	16 user licenses	No-charge license upgrade for 8 existing scan stations with Automated Redaction; 8 new licenses.
Captiva Pix Tools License	Scanning workstation software.	16 user licenses	No-charge license upgrade for 8 existing scan stations; 8 new licenses.
ViewOne Java Viewer	Image viewer software for Public Access.	2 existing licenses	No longer required. Will not migrate.
Print Accelerator License	Enhanced printing functions for Public Access.	2 existing licenses	No longer required. Will not migrate.
Microsoft SQL Server 2016 Two-Core License	Standard edition.	4 licenses	County will purchase.
Microsoft Windows Server 2016	License that allows setting at 2012 version	License for 2 four-core processors	County will purchase
SSL Certificate	128 SSL certificate for eCommerce.	N/A	Will use existing SSL certificate.

RECOMMENDED HARDWARE

TRTA Gov will provide server hardware, software, and infrastructure required for the County's Aumentum Recorder configuration. There will be no change to the internet Public Access and eRecording web server hosted by TRTA Gov. The current tape back-up unit installed earlier in 2017 will be retained. Peripheral hardware will be retained utilizing existing network infrastructure. New scanners purchased by the County will be configured to new workstations as part of this project. The County will be responsible for providing any recommended changes to the network and bandwidth. Upon Go-Live of this project, the County will be able to retire the current Aumentum Recorder server.

Item	Description	Quantity	Comments
Dell PowerEdge R730	County application/database/image server for Aumentum Recorder	1	5-year, 4-hour, 7x24 onsite Pro Support warranty. TRTA Gov will purchase. County will purchase MS Windows Server 2016 license.
Fujitsu fi-7160	Desktop scanner	8	County will purchase.
Dell Optiplex 7040 SF	PC workstation	52	42 user workstations plus 10 public. County will purchase.
Zebra GC 420T	USB label printer	10	County will purchase.
Ithaca POSjet 1500	Receipt printer	1	County will purchase.
APG 100 Series	Cash drawer	2	County will purchase.

IMPLEMENTATION SERVICES

The following services will be provided for this project:

Description	Comments
Project Management Services	Manages overall project schedule, directs all TRTA Gov resources, and acts as escalation point for project.
Software Migration, Configuration, and Quality Assurance.	Provided by development. Quoted price assumes migration of current Aumentum Recorder configuration.
Data Conversion	Includes conversion of existing Aumentum Recorder index and images database.
On-Site Support – two weekends including Go-Live	On-site technical services assistance, troubleshooting, and support.

PROJECT IMPLEMENTATION

PURPOSE STATEMENT

The purpose of this project is to provide a server refresh, migrate the existing Aumentum Recorder software to the new server, and enable all new workstations, existing peripherals and new scanners to operate with the new server. This Statement of Work describes the project that TRTA Gov is responsible for implementing. Upon contract signing, a subsequent Project Execution Plan will be jointly created by the TRTA Gov and County project managers. The Project Execution Plan will detail how the project will be managed, including detailed communication, risk, and scheduling plans.

The project will be administered in the following phases:

- Project planning—commences upon contract signing;
- Kick-off;
- Conversion of index data and images to new server;
- Hardware server set-up and configuration (over two on-site visits);
- County review of converted data;
- Go-Live of Aumentum Recorder; and
- On-site support.

SCOPE STATEMENT

This project is responsible for the migration of Aumentum Recorder solution, installation on the new server, and on-site support. Specifically, this project entails:

- Configuration of local County workstations and peripheral hardware;
- Configuration of server hardware and synchronization with replication and web server at TRTA Gov data center;
- Migration of Aumentum Recorder software suite, including third-party software;
- Configuration of County case management interface for new server;
- Conversion of County data; and
- On-site support within the terms of the agreement.

ASSUMPTIONS AND CONSTRAINTS

1. Any issues concerning outstanding functionality will be resolved prior to beginning this project or will be addressed through the Change Management Process (as defined later in this document). The Aumentum Recorder software will be migrated and accepted “as is.”
2. **The County requests completion of this project before the end of warranty for their current server in June, 2017.**
3. This project includes two on-site trips. On the first trip, TRTA Gov Tech Services will configure the new server and load the Windows Server 2016 license configured to 2012. The County will install the server in the rack prior to visit. The server will be ordered by TRTA Gov and installed as soon as possible to allow the County to test new workstations with the server. TRTA Gov will provide remote support to County IT for workstation testing. The second trip will start Friday of Go-Live weekend. To prepare for Go-Live, this trip will include switching to the new server, assisting with configuration of the scan station with peripherals, user support/process review, and specific changes to change Windows print drivers and configure workflow for up-front scanning. The project manager will provide a detailed project plan.
4. The County's current Internet Public Access with eCommerce and eRecording are hosted from the TRTA Gov data center, and the Aumentum Recorder server is replicated to the same data center. The same configuration will be configured to work with the new server.
5. High-speed remote access to application and database server(s) must be provided to the TRTA Gov project team members at agreed-upon times for conversion, development, testing, and installation. The date and times of the required access will be scheduled between TRTA Gov and the County in advance by the respective project managers.
6. TRTA Gov will convert record and image data from Aumentum Recorder “as is.” The County shall review the converted data. The County's sole remedy and TRTA Gov's sole obligation for conversion shall be to correct any errors caused by conversion of the data by TRTA Gov, as detected by the County. TRTA Gov shall not be obligated to correct errors inherent in the data provided to TRTA Gov. Data cleansing is not included in the scope of this project.
7. The County is in the middle of a backfile conversion project managed by TRTA Gov. Index and image conversion will need to migrate and test the conversion instance as part of this project to confirm all data has been migrated and remains accessible by the County and the conversion team.
8. All documentation provided by TRTA Gov is provided “as-is.”

9. TRTA Gov recommends running 100mbps Ethernet connections to the desktop.
10. Data and images housed in the Aumentum Recorder system are of a non-proprietary nature. All data will be housed in a standard SQL database structure, and images will continue to be stored as Group 4 TIFF's. All data and images hosted in the data center are the property of the County.
11. Future technology refreshes for the County have not been included in the scope of this project. Technology refreshes include future peripheral hardware upgrades or replacement of equipment.

DEFINITION OF SEVERITY LEVELS

Severity levels are defined in Master Agreement TX2012.004.

PROJECT STAKEHOLDERS

Name	Role	Contact Information	Responsibility
Carolyn Guidry, County Clerk	County Sponsor	409-835-8475 guidry@co.jefferson.tx.us	Accepts deliverables; approves change.
Jim Reynen	TRTA Gov Sponsor	972-439-0249 x7489 jim.reynen@thomsonreuters.com	Point of escalation; approves change.
Theresa Goodness, Chief Deputy	County Project Manager	409-835-8480 thegood@co.jefferson.tx.us	Monitors schedule and deliverables; coordinates County responsibilities.
Chance Campbell	TRTA Gov Project Manager	512-287-7404 chance.campbell@thomsonreuters.com	Monitors schedule and deliverables; coordinates TRTA Gov responsibilities.
TBD	TRTA Gov System Engineer(s)		Consultation and/or configuration of servers, workstations, and peripherals.
TBD	TRTA Gov Development Lead		Testing and installation of software; conversion.

IMPLEMENTATION DELIVERABLES

Deliverables refer to what a project is to produce. With this project, the deliverables fall into several categories: hardware deliverables, software deliverables, TRTA Gov application software deliverables, data/image conversion deliverables, documentation deliverables, and project management deliverables.

Hardware and Software Deliverables

Any hardware and software deliverables are listed at the beginning of this document. The County will confirm with TRTA Gov all peripheral hardware in the existing configuration that will need to be utilized in the new configuration. TRTA Gov will confirm with the County that any existing devices to be used in the new configuration meet minimum specifications and will function properly.

TRTA Gov Application Software Deliverables

The specific software deliverables from TRTA Gov are listed in this Statement of Work. Deliverables outside the current functionality of the standard Aumentum Recorder suite or this Statement of Work may be subject to additional development and configuration. Both TRTA Gov and the County will mutually agree upon these deliverables, adhering to the Change Management Process.

Data/Image Conversion Deliverables

TRTA Gov recommends that all historical index data be converted prior to going “live” with the new system. Generally, TRTA Gov processes the data in two phases. Historical data up to a defined cut-off point will be converted by TRTA Gov early in the project for the County to review. The weekend prior to “Live Day” (which will fall on a Monday), TRTA Gov staff will process the data that was collected during the interim period between the beginning of the project and the “Live Day” weekend. TRTA Gov will ensure that all index data and image data will be available to the County on the scheduled live date.

Documentation Deliverables

Standard project documentation will be delivered on a CD-ROM disc by the end of on-site support phase. Items include documentation materials, such as system administration user, and technical reference manuals from third-party vendors.

Project Management Deliverables

A detailed project plan and schedule will specify how the project will be managed. It will include detailed communication plans, roles and responsibilities, risk mitigation plans, and the change management process, including information on:

- Meeting minutes and status reports;
- Change requests;
- Risk management;
- Issue tracking.

COUNTY RESPONSIBILITIES

The County shall cooperate with TRTA Gov and promptly perform the County’s responsibilities to assist TRTA Gov in its migration of the Aumentum Recorder solution, including, but not limited to, those responsibilities set forth below.

Site Preparation and Maintenance

The County shall:

- Prepare the installation site to facilitate integration of systems to be interfaced to the Aumentum Recorder solution in accordance with instructions provided by TRTA Gov;
- Determine that the migration of Aumentum Recorder and new server system meets requirements; and
- Provide access to the building during on-site activities.

The County is also responsible for providing and maintaining an environment which meets manufacturer recommendations for computer and network systems, all wiring required for hardware, and the protection of wiring from any damage. This includes environments for testing, training, and production support.

County Project Manager

The County shall appoint a project manager with sufficient time and technical expertise to ensure the timely achievement of the timeline and with sufficient authority to sign the acceptance criteria. Any delays caused by delays in appointing a project manager will extend TRTA Gov’s delivery and installation deadlines. The project manager will have authority to act for the County and make decisions regarding the day-to-day operations, provide information and materials to TRTA Gov, provide access to the County’s staff to answer questions, coordinate the County’s activities and responsibilities for the project, and communicate with TRTA Gov concerning the County’s performance. The County may change their project manager upon prior written notice to TRTA Gov.

Non-TRTA Gov Hardware and Non-TRTA Gov Software Acquisition

The County shall acquire all necessary hardware, third-party software for the server (i.e., SQL server, SSL certificates, etc.), and any other necessary third-party software not specified in this SOW directly from a hardware manufacturer, vendor, or other supplier within the time frames required by the project timeline.

Conversion Data

TRTA Gov will convert all index and image data “as-is”. No data cleansing or any other data clean-up has been proposed. The County shall be responsible for performing data cleansing, if needed. TRTA Gov will analyze extracted data and provide data cleansing reports to assist County’s data cleansing efforts (efforts that will need to be coordinated prior to or held until after Go-Live on the new system). The County will notify TRTA Gov when the data is ready for conversion, and TRTA Gov will convert the data to the new server. At the completion of each conversion phase, the County shall approve the conversion acceptance criteria based upon the verification of the samples. Any delays in deliverables from the County to TRTA Gov could result in extending TRTA Gov’s delivery and installation deadlines.

On-Site Office Visits

Access to the County’s facilities must be available to the TRTA Gov project team members for the duration of any on-site visits. The date and times of the required access will be scheduled between TRTA Gov and County project managers in advance of the visits. The County shall make office space available for TRTA Gov personnel while on site (a minimum of one [1] desk, one [1] telephone, and electrical outlets), and provide Internet access for remote connection.

Access

The County will provide a secure connection for remote access to facilitate TRTA Gov’s support of the system. This can be accomplished via VPN connection for TRTA Gov personnel on a 7-day/24-hour basis during the installation or as otherwise arranged by both parties.

Cooperation

The County shall provide space or move furnishings as required to facilitate various stages of TRTA Gov Aumentum Recorder solution installation.

LAN

The County shall provide a Local Area Network (LAN) with Internet Protocol (IP) switched 100Mb Ethernet with wiring to the Network Interface Card (NIC).

Network Administration and Operating System Security

The County shall provide trained personnel to administer its network and manage its domain, including security access.

PROJECT CONTROL PROCESSES AND PROJECT MANAGEMENT PRODEDURES

COMMUNICATIONS PLAN

In order to keep the County and TRTA Gov project managers and the project team informed on the progress of the project, a Communications Plan will be created for the Project Execution Plan. The Communications Plan specifies:

- Meeting schedule;
- What information the weekly status reports will contain; and
- Distribution.

PROJECT STATUS MEETINGS

The County and TRTA Gov project managers will meet regularly to update the project’s progress, discuss and approve deliverables, resolve issues, discuss and approve change requests, determine appropriate management actions, and ensure the success of the project. Project team members will also meet as required.

LOCATION OF PROJECT DOCUMENTS, DELIVERABLES, AND FILES

Soft copies of project documents, deliverables, status reports, meeting notes, etc., will be kept by the TRTA Gov project manager electronically and are available upon request.

ISSUE-TRACKING AND RESOLUTION PROCEDURES

In the course of the project, issues will arise that will require documentation and resolution. An issue is defined as a problem or an obstacle that prevents the project from progressing or is inconsistent with the requirements of the contract.

Issue-Tracking Strategy

Issues may be identified by any project team member and escalated to the County and TRTA Gov project managers for review.

- All issues will be logged, tracked and maintained by the TRTA Gov project manager.
- The Issues Log (using TRTA Gov's tracking system) will be made available to each stakeholder upon request.
- Project sponsors will be notified of any issues with potential risk to project scope, schedule, or cost.

Issue Response and Resolution

The TRTA Gov and County project managers will determine activities necessary for responding to issues. They will assign these activities to appropriate team members and are responsible for monitoring whether or not these activities are being completed and whether or not they are effective in reducing the impact of an issue. They will report progress at team meetings, including the effectiveness of previous resolution plans.

CHANGE MANAGEMENT PROCESS

The Change Management Process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations and goals, such as budgets, estimates, and schedules.

A "Change of Scope" is defined as a change to any of the following:

- Hardware configuration affecting the performance or capacity of the system;
- Third-party software configuration affecting the performance or capacity of the system;
- A change in the software or hardware configuration;
- A change in the form or functionality of the TRTA Gov application software that deviates from the mutually agreed-upon final software requirements; or
- Any other change that could affect the project schedule or budget.

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented in TRTA Gov's Change Management System. The County or TRTA Gov can initiate these change requests. The party shall identify the nature of the proposed change and reasons for the proposed change.

TRTA Gov shall evaluate the effect of the change set forth in the change request with respect to the feasibility, usability, price, training, acceptance criteria and implementation date of the project. The results of TRTA Gov's evaluation shall be added to and become part of the change request. If TRTA Gov's evaluation of the request is positive, TRTA Gov will propose a specific implementation and specify any additional time and charges necessary for the implementation of the scope change. If TRTA Gov's evaluation is negative, TRTA Gov will provide their rationale for not recommending the change.

TRTA Gov will work jointly with the County to determine mutual interest in pursuing the change request. The County may accept or reject the proposed solution. Should mutual agreement be reached, TRTA Gov shall submit feedback to the County, including impact to timing and price of implementation and maintenance.

RISK CONTINGENCY OUTLINE

A Risk Contingency Outline defines potential risks associated with a project. Its purpose is to provide suggested resolutions ahead of time for the situations that may affect the project timeline and/or budget. By being proactive in identifying possible risk issues and solutions, the impact to the project can be minimized if one of these issues occurs.

Outlined Risks

The project plan will provide a description of the potential risks ("Risk Register") associated with this project, as well as suggested mitigation. A Risk Register is developed as a result of the findings completed in the planning phase. The TRTA Gov project manager will work with the County project manager to detail specific known risks as a deliverable during the analysis phase. Risks may include those pertaining to environment, resources, and performance, among others. Execution of the suggested mitigation would require approval by the County project manager and the TRTA Gov project manager, and may increase the price of the project and/or require added time.

PRICE

ONE-TIME FEES

Third-Party Software:	
<ul style="list-style-type: none"> LeadTools Document Imaging Licenses with Read and Write PDF Plug-Ins (for 26 workstations) LeadTools OCR Workstation Licenses with Read and Write Plug-Ins (upgrade 8 existing scan stations and new licenses for 8 new scan stations) Captiva Pix Tools (upgrade 8 existing scan stations and new licenses for 8 new scan stations) 	<p>No charge</p> <p>\$2,800.00</p> <p>\$1,512.00</p>
Third-Party Software Total	\$4,312.00

Technical Services:	
<ul style="list-style-type: none"> Project Management and Consulting Development and DBA Services Technical Services (including coordination with hosting) Travel expenses included Project completion requested before expiration of current server warranty in June, 2017 	\$21,119.00

Hardware:	
<ul style="list-style-type: none"> Dell PowerEdge R730 Server with 5-year, 7x24 4-hour Mission Critical warranty TRTA Gov will purchase and install the new server hardware and will assist with configuring workstations and peripherals. The County will purchase and prep all other hardware. The County will provide required Windows SQL Server 2016 and Windows Server 2016 licenses. The County will be responsible for any changes to the network and for providing bandwidth. 	\$16,643.00

ANNUAL SUPPORT FEES

Support fees for the first year of this agreement (starting June 1, 2017) are based on a three-year term with options for a fourth and fifth year. The Service Level Agreement (SLA) lists the annual fee for each year. Consistent with past years, the County is requesting monthly billing for support. Support fees include annual on-site consulting.

The following summarizes the annual Aumentum Recorder support fees and the SLA 2 support fee:

- June 1, 2017 through May 31, 2018 \$89,503.40
- June 1, 2018 through May 31, 2019 \$92,188.50
- June 1, 2019 through May 31, 2020 \$94,954.16
- June 1, 2020 through May 31, 2021 (optional) \$97,802.78
- June 1, 2021 through May 31, 2022 (optional) \$100,736.86

Support fees beyond the term of those stated in Schedules TX2012.004.02 are subject to annual increases.

SUMMARY OF FEES

The following summarizes the fees for this project:

Total One-Time Fees for Software, Services, and Hardware	\$42,074.00
First-Year Annual Support Fees	\$89,503.40

ATTACHMENT 1 – AGREEMENT TO SOW

STATEMENT OF WORK AGREED UPON AND ACCEPTED

We, the undersigned, accept this document as a stable work product to be used in the delivery of the project described herein. Any deviation from this Statement of Work is to be handled through TRTA Gov's Change Management Process.

This Statement of Work will confirm all requests for software and services as outlined and at the prices indicated. This will be an addendum to the County's Master Agreement TX2012.004 and Schedules TX2012.004.02, and all the terms and conditions of those agreements will pertain.

BILLING MILESTONES

Milestone 1 – 50% of professional services price (\$10,559.50) upon official project kickoff.

Milestone 2 – 100% of total software price (\$4,312.00) upon completion of initial installation.

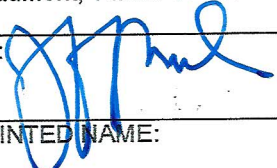
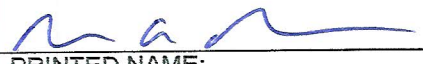
Milestone 3 – 100% of hardware price (\$16,643.00) upon hardware delivery to the County

Milestone 4 – Software review (not a billing milestone).

Milestone 5 – 50% of professional services price (\$10,559.50) upon completion of conversion and Go-Live preparations.

The total amount of one-time fees that will be billed to the County for software, hardware, and services is \$42,074.00. This total includes travel expenses. Annual support and maintenance fees of \$89,503.40 will be effective June 1, 2017. Support services will include on-site annual consulting.

SIGNATURES

Jefferson County 1001 Pearl Street Beaumont, Texas 77704	TRTA Gov, Inc. 1807 Braker Lane, Suite 400 Austin, Texas 78758
BY: 	BY: 
PRINTED NAME: Jeff Branick	PRINTED NAME: Brian A. Wilson
TITLE: County Judge	TITLE: Vice President, Finance
DATE: 4/10/17	DATE: 4-18-17

ATTACHMENT 2 – ACCEPTANCE FORMS

ACCEPTANCE FORM 1 – PROJECT KICKOFF (BILLING MILESTONE 1)

Purpose

The purpose of this acceptance form is for the County to sign off on the kick-off phase, agree that TRTA Gov should proceed to the next phase through the life cycle of this project, and accept billing for this phase.

Outputs

- TRTA Gov has conducted a project kick-off meeting with the County;
- TRTA Gov has conducted the on-site analysis;
- The project schedule has been delivered for review by both parties.

These items were completed on the following date: _____.

Signatures

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Master Agreement TX2012.004, and Schedules TX2012.004.02, the County will be billed **\$10,559.50** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Jefferson County 1001 Pearl Street Beaumont, Texas 77704	TRTA Gov, Inc. 1807 Braker Lane, Suite 400 Austin, Texas 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 2 –
RECEIPT OF THIRD-PARTY SOFTWARE
(BILLING MILESTONE 2)

Purpose

The purpose of this acceptance form is for the County to sign off on receipt of third-party software and accept billing for this phase.

Outputs

- The County has received the third-party software specified in this SOW;
- The third-party software is ready for set-up and configuration.

These items were completed on the following date: _____.

Signatures

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Master Agreement TX2012.004, and Schedules TX2012.004.02, the County will be billed **\$4,312.00** [100% of total software price]) upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Jefferson County 1001 Pearl Street Beaumont, Texas 77704	TRTA Gov, Inc. 1807 Braker Lane, Suite 400 Austin, Texas 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 3 – HARDWARE DELIVERY (BILLING MILESTONE 3)

Purpose

The purpose of this acceptance form is for the County to sign off on the delivery of hardware, agree that TRTA Gov should proceed to the next phase through the life cycle of this project, and accept billing for this phase.

Outputs

- The County has confirmed hardware delivery;
- The hardware is ready for set-up and configuration.

These items were completed on the following date: _____.

Signatures

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Master Agreement TX2012.004, and Schedules TX2012.004.02, the County will be billed **\$16,643.00** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Jefferson County 1001 Pearl Street Beaumont, Texas 77704	TRTA Gov, Inc. 1807 Braker Lane, Suite 400 Austin, Texas 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 4 – SOFTWARE REVIEW (NON-BILLING MILESTONE)

Purpose

The purpose of this acceptance form is for the County to sign off on software review and agree for TRTA Gov to proceed to the next phase through the life cycle of this project.

Outputs

- TRTA Gov has demonstrated that each component of the Aumentum Recorder system is installed and can perform the functions and business processes as defined and approved in this Statement of Work;
- All Severity Level One and Two issues have been assigned to a resource and a projected closure date has been given to the County.

These items were completed on the following date: _____.

Signatures

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Master Agreement TX2012.004, and Schedules TX2012.004.02, the County agrees to proceed to the next phase of this project.

Jefferson County 1001 Pearl Street Beaumont, Texas 77704	TRTA Gov, Inc. 1807 Braker Lane, Suite 400 Austin, Texas 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 5 – GO-LIVE (BILLING MILESTONE 4)

Purpose

The purpose of this acceptance form is for the County to approve the transition into the Go-Live phase, agree that the system is ready for production use, and accept billing for this phase.

Outputs

- TRTA Gov has converted historical data and images to Aumentum Recorder.
- Any remaining hardware has been installed, as needed. Any defective hardware has been reported for follow-up.
- The County has viewed and tested each of the system components and accepts the system.
- The system is functioning as described in this Statement of Work with no Severity Level ONE issues outstanding. Any other outstanding issues have been documented for follow-up with the support teams.
- The County authorizes TRTA Gov to move the system into Production mode.

These items were completed on the following date: _____.

Signatures

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Master Agreement TX012.004, and Schedules TX2012.004.02, the County will be billed **\$10,559.50** upon signing this acceptance.

It is agreed that this project is complete.

Jefferson County 1001 Pearl Street Beaumont, Texas 77704	TRTA Gov, Inc. 1807 Braker Lane, Suite 400 Austin, Texas 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ATTACHMENT 3 – NOTIFICATION FORM

NOTIFICATION TO DECLINE OPTIONAL TERM(S)

We, Jefferson County, Texas, hereby give TRTA Gov notice that we have chosen to decline the term checked below for Software Support Services and Enhanced Service Level – SLA 2 services:

☐ June 1, 2020 – May 31, 2022 OR June 1, 2021 – May 31, 2022

Jefferson County, Texas
BY:
PRINTED NAME:
TITLE:
DATE:

NOTIFICATION TO DECLINE OPTIONAL TERM(S) OR TO RENEGOTIATE

We, TRTA Gov, hereby give Jefferson County, Texas notice that we have chosen the following:

☐ To decline providing Software Support Services and Enhanced Service Level – SLA 2 services for June 1, 2020 to May 31, 2022

OR

☐ To decline providing Software Support Services and Enhanced Service Level – SLA 2 services for June 1, 2021 to May 31, 2022

OR

☐ To renegotiate the rates shown in this SOW for June 1, 2020 – May 31, 2022 or June 1, 2021 – May 31, 2022 (an amendment to this SOW will detail such renegotiations)

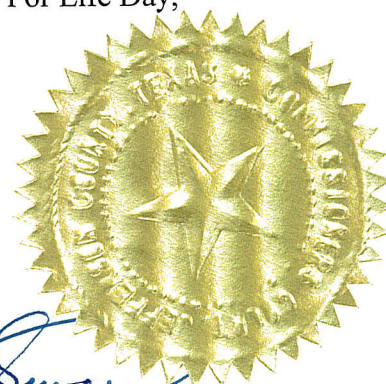
TRTA Gov
BY:
PRINTED NAME:
TITLE:
DATE:

This form must be submitted to the other party at least 60 days prior to the end of the then-current term.

www

OF JEFFERSON COUNTY, TEXAS

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



§ § §

OF JEFFERSON COUNTY, TEXAS


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



PROCLAMATION

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 24th day of April, 2017, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Proclamation was adopted:

OLDER AMERICANS MONTH

WHEREAS, May is Older Americans Month; and

WHEREAS, the older adults in Jefferson County are the roots from which our community grows, who bestow gifts of wisdom and insight upon younger generations, and strengthen the bonds between neighbors to create a better place to live; and,

WHEREAS, the older adults in Jefferson County should be commended for their role in creating and bolstering the fiber of our community and nation; and,

WHEREAS, we wish to join together to extend assistance to the older adults of Jefferson County by increasing their opportunities to remain in their communities as active and engaged citizens; and,

WHEREAS, "Older Americans Month" is sponsored by Nutrition and Services for Seniors, a non-profit agency dedicated to providing innovative, effective programs that assist older adults in leading quality lives while maintaining dignity and independence.

WHEREAS, the purpose of this initiative is to publicly recognize their contributions to the diversity, strength, and unity of our community and to identify ways to make their lives comfortable and respectable; and,


WHEREAS, to honor those who have significantly contributed to our community – economically, socially, culturally or otherwise improving the quality of life in Jefferson County, Nutrition and Services for Seniors is hosting the fourth annual ***"Deliver the Difference benefiting Meals on Wheels"*** to honor Irene Mason, Commissioner Lee Smith and Barbara and Michael Warren on Thursday on May 4, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County does hereby proclaim May 2017 as: "OLDER AMERICANS MONTH" in Jefferson County.

Signed this 24th day of April, 2017

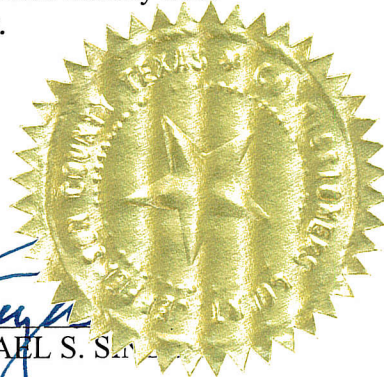

JUDGE JEFF R. BRANICK
County Judge


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



Jefferson County Sub-Courthouse
525 Lakeshore Drive
Port Arthur, Texas 77640



OFFICE: (409)983-8300
FAX: (409)983-8303
Email: msinegal@co.jefferson.tx.us

COMMISSIONER
MICHAEL SHANE SINEGAL
PRECINCT #3

Commissioner Sinegal has successfully completed the continuing education provisions for Article 81.0025 of the Texas Local Government Code for 2016. He will carry over 2 hours from the prior year into 2017.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael S. Sinegal", is written over a faint, circular official stamp.

Commissioner Michael Shane Sinegal
Jefferson County Pct. #3

COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

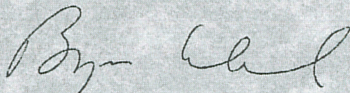
COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

This is to certify that

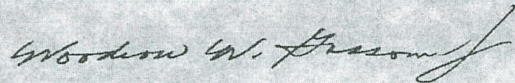
Michael Sinegal
Jefferson County Commissioner

*has successfully completed the continuing education
provisions of Article 81.0025 of the
Texas Local Government Code*

2016



Byron Underwood, Chairman
Commissioners Education Committee



Woody Gossom, President
County Judges and Commissioners
Association of Texas

**AGENDA ITEM****April 24, 2017**

Consider and possibly approve a revised Resolution Designating authorized Signatories for Contractual Documents and Documents for Requesting Funds pertaining to the Texas Community Development Block Grant Program (TxCDBG) Contract No. 7216231.

RESOLUTION NO. _____

A RESOLUTION BY THE COMMISSIONER'S COURT OF THE COUNTY OF JEFFERSON, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7216231.

WHEREAS, the County of Jefferson, Texas has received a 2016 Texas Community Development Block Grant award to provide first time single unit sewer service; and,

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture; and,

WHEREAS, an original signed copy of the TxCDBG *Depository/Authorized Signatories Designation Form (Form A202)* is to be submitted with a copy of this Resolution; and,

WHEREAS, the County of Jefferson, Texas, acknowledges that in the event that an authorized signatory of the County changes the County must provide TxCDBG with the following:


- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory) and,
- a revised TxCDBG *Depository/Authorized Signatories Designation Form (Form A202)*.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF THE COUNTY OF JEFFERSON, TEXAS, AS FOLLOWS:

The County Judge and County Commissioner Precinct 4 be authorized to execute contractual documents between the Texas Department of Agriculture and the County for the 2016 Texas Community Development Block Grant Program Contract 7216231; and,

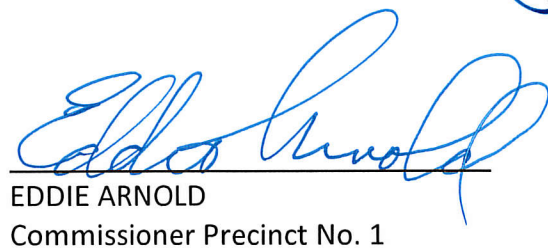
The County Auditor, County Treasurer, Budget Manager, and Internal Audit Manager be authorized to execute the *Request for Payment Form* documents required for requesting funds approved in the 2016 Texas Community Development Block Grant Program.

PASSED AND APPROVED by the Commissioner's Court of the County of ~~Jefferson~~ Texas,
on this the 24th day of April, 2017.

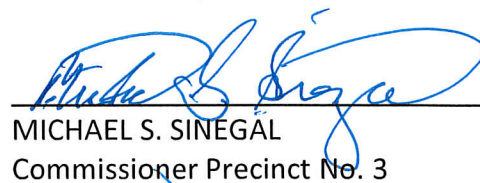


JEFF BRANICK
County Judge

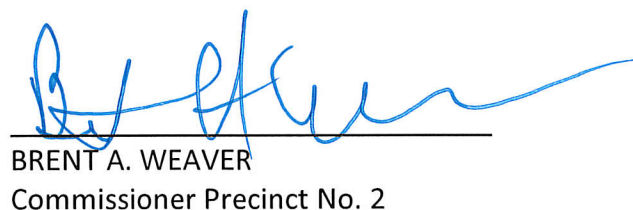




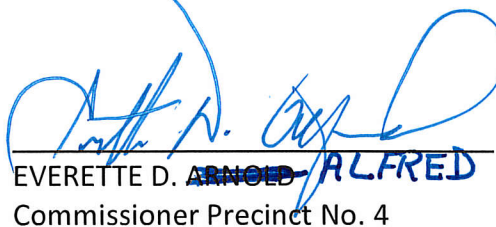
EDDIE ARNOLD
Commissioner Precinct No. 1



MICHAEL S. SINEGAL
Commissioner Precinct No. 3





BRENT A. WEAVER
Commissioner Precinct No. 2



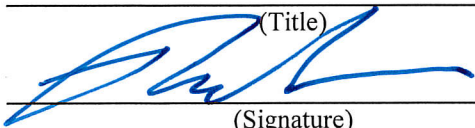
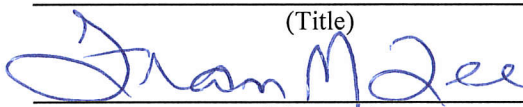
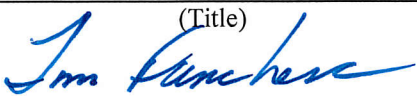
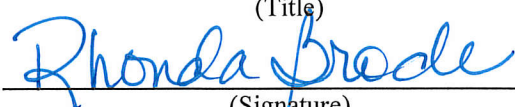
EVERETTE D. ~~ARNOLD~~ ALFRED
Commissioner Precinct No. 4

A202**Depository/Authorized Signatories Designation Form**Grant Recipient Jefferson CountyTxCDBG Contract No. 7216231

The individuals listed below are designated by resolution as authorized signatories for contractual documents.

Jeff Branick	Everette "Bo" Alfred
(Name)	(Name)
County Judge	Commissioner Precinct 4
(Title)	(Title)
	
(Signature)	(Signature)

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *Request for Payment Form* (Form A203)—(At least two (2) signatories required).

Patrick Swain	Fran Lee
(Name)	(Name)
County Auditor	Budget Manager
(Title)	(Title)
	
(Signature)	(Signature)
Tim Funchess	Rhonda Brode
(Name)	(Name)
County Treasurer	Internal Audit Manager
(Title)	(Title)
	
(Signature)	(Signature)

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form. Grant Recipients are strongly encouraged to use the sample resolution provided.

CERTIFICATE FOR ORDER

STATE OF TEXAS

COUNTY OF JEFFERSON

We, the undersigned officers of Jefferson County, Texas (the "County"), hereby certify as follows:

1. The Commissioners Court of the County convened in a REGULARLY SCHEDULED MEETING on the 24TH DAY OF APRIL, 2017, at the County Courthouse in Beaumont, Texas (the "Meeting"), and the roll was called of the duly constituted Commissioners Court of the County, to-wit:

Jeff Branick - County Judge
 Eddie Arnold - County Commissioner, Precinct 1
 Brent Weaver - County Commissioner, Precinct 2
 Michael Sinegal- County Commissioner, Precinct 3
 Everette "Bo" Alfred - County Commissioner, Precinct 4

and all of the persons were present, except the following absentees: NONE, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

Order Levying Taxes for Port of Port Arthur Navigation District of Jefferson County, Texas Unlimited Tax Port Improvement Bonds, Series 2017

was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Order be passed; and, after due discussion, said motion carrying with it the passage of the Order, prevailed and carried by the following vote:

AYES: 5

NOES: 0

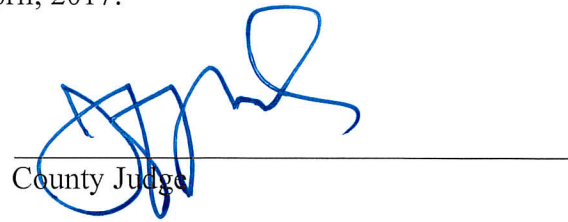
2. A true, full and correct copy of the Order passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Order has been duly recorded in the Commissioners Court's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioner Court's minutes of the Meeting pertaining to the passage of the Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting county officials as indicated therein; that each of the elected officials and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Order would be introduced and considered for passage at the Meeting, and each of the elected

officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The County Judge of the County has approved and hereby approves the Order; that the County Judge and the County Clerk of the County have duly signed the Order; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Order for all purposes.

SIGNED AND SEALED the 24th day of April, 2017.


County Clerk


County Judge



**ORDER LEVYING TAXES FOR PORT OF PORT ARTHUR NAVIGATION DISTRICT
OF JEFFERSON COUNTY, TEXAS UNLIMITED TAX PORT IMPROVEMENT
BONDS, SERIES 2017**

STATE OF TEXAS

COUNTY OF JEFFERSON


WHEREAS, the Port of Port Arthur Navigation District of Jefferson County, Texas (the District) has authorized the issuance of the District's Unlimited Tax Port Improvement Bonds, Series 2017 in an aggregate principal amount not to exceed \$29,800,000 (collectively, the Bonds) and has requisitioned the Commissioners Court to levy taxes to pay such Bonds; and

WHEREAS, Chapter 197, Acts of the 58th Texas Legislature, Regular Session, 1963, as amended, requires the Commissioners Court, upon such requisition, to levy such taxes; therefore

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS:

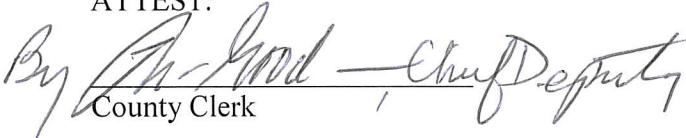
That during each year while any of the Bonds or interest thereon are outstanding and unpaid, there shall be computed and ascertained a rate and amount of ad valorem tax that will be sufficient to raise and produce the money necessary to pay the interest on the Bonds and to create a sinking fund to retire the principal of the Bonds as such principal matures; and said tax shall be based on the latest approved tax rolls of the District, with full allowance being made for tax delinquencies and the cost of tax collection and said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the District for each year while any of the Bonds or interest thereon are outstanding and unpaid. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds as such interest comes due and such principal matures are hereby pledged for such payment, without limit as to rate or amount.

PASSED AND APPROVED this 24th day of April, 2017.



County Judge

ATTEST:

By 

County Clerk

(COM.CT.SEAL)



**ORDER LEVYING TAXES FOR PORT OF PORT ARTHUR NAVIGATION DISTRICT
OF JEFFERSON COUNTY, TEXAS UNLIMITED TAX PORT IMPROVEMENT
BONDS, SERIES 2017**

STATE OF TEXAS §
COUNTY OF JEFFERSON §


WHEREAS, the Port of Port Arthur Navigation District of Jefferson County, Texas (the District) has authorized the issuance of the District's Unlimited Tax Port Improvement Bonds, Series 2017 in an aggregate principal amount not to exceed \$29,800,000 (collectively, the Bonds) and has requisitioned the Commissioners Court to levy taxes to pay such Bonds; and

WHEREAS, Chapter 197, Acts of the 58th Texas Legislature, Regular Session, 1963, as amended, requires the Commissioners Court, upon such requisition, to levy such taxes; therefore

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT
OF JEFFERSON COUNTY, TEXAS:

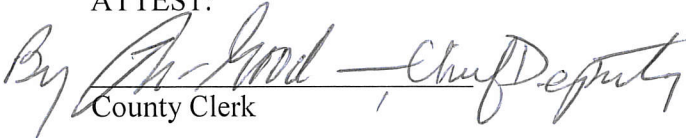
That during each year while any of the Bonds or interest thereon are outstanding and unpaid, there shall be computed and ascertained a rate and amount of ad valorem tax that will be sufficient to raise and produce the money necessary to pay the interest on the Bonds and to create a sinking fund to retire the principal of the Bonds as such principal matures; and said tax shall be based on the latest approved tax rolls of the District, with full allowance being made for tax delinquencies and the cost of tax collection and said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the District for each year while any of the Bonds or interest thereon are outstanding and unpaid. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds as such interest comes due and such principal matures are hereby pledged for such payment, without limit as to rate or amount.

PASSED AND APPROVED this 24th day of April, 2017.



County Judge

ATTEST:

By 

County Clerk

(COM.CT.SEAL)



CERTIFICATE OF ORDER

THE STATE OF TEXAS §
PORT OF PORT ARTHUR NAVIGATION DISTRICT
OF JEFFERSON COUNTY, TEXAS §

We, the undersigned officers of the Board of Port Commissioners (the "Board") of the Port of Port Arthur Navigation District of Jefferson County, Texas (the "Issuer"), hereby certify as follows:

1. The Board convened in a REGULAR MEETING ON THE 22ND DAY OF MARCH, 2017, at the designated meeting place, and the roll was called of the duly constituted officers and members of said Board, to-wit:

John Comeaux, President	Norris Simon, Jr.
Raymond C. Johnson, Vice President	Mark Underhill
Linda Turner Spears, Secretary/Treasurer	

and all of said persons were present, except the following absentees: None, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

ORDER AUTHORIZING THE ISSUANCE AND SALE OF PORT OF PORT ARTHUR NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS UNLIMITED TAX PORT IMPROVEMENT BONDS, SERIES 2017; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER RELATED DOCUMENTS; ESTABLISHING PROCEDURES FOR SELLING AND DELIVERING THE BONDS; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE BONDS

was duly introduced for the consideration of the Board and read in full. It was then duly moved and seconded that said Order be adopted; and, after due discussion, said motion, carrying with it the adoption of said Order, prevailed and carried by the following vote:

AYES: 5

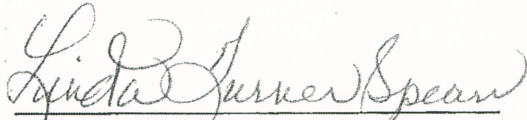
NOES: 0

2. That a true, full, and correct copy of the aforesaid Order adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Order has been duly recorded in said Board's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said Meeting pertaining to the adoption of said Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; and that each of the officers and members of the Board was duly and sufficiently notified officially and personally,

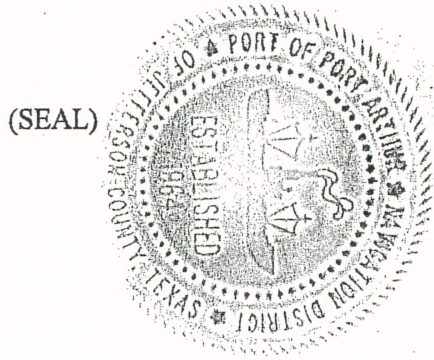
in advance, of the time, place, and purpose of the aforesaid Meeting, and that said Order would be introduced and considered for adoption at said Meeting; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code.

3. The Order has not been modified, amended or repealed and the Order remains in full force and effect as of this date.

SIGNED AND SEALED this March 22, 2017.


Secretary, Board of Port Commissioners


President, Board of Port Commissioners





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 24th day of ~~February~~ ^{April} 2017, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following RESOLUTION was adopted:

FAIR HOUSING MONTH

WHEREAS, The Commissioners' Court of Jefferson County finds it in the best interest of the citizens of Jefferson County that it has adopted a Fair Housing Activity Statement; and

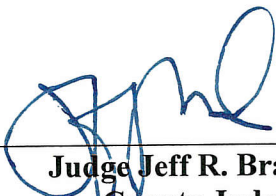
WHEREAS, Commissioners' Court of Jefferson County has agreed to cooperate with HUD, the State of Texas and local cities to promote fair housing policies and to comply with all laws and regulations that pertain to fair housing; and

WHEREAS, Commissioners' Court of Jefferson County acknowledges that while it does not administer or provide any funding for public housing, it can support efforts of other government entities and private agencies in their effort to eradicate impediments to fair housing that are proscribed by Title VII of the Civil Rights Act 1968; and

WHEREAS, the Commissioners Court of Jefferson recognizes that April, 2017 is Fair Housing Month.

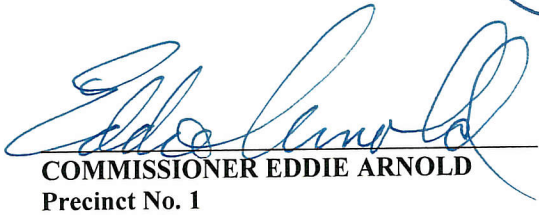
NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, does resolve that it will promote awareness of fair housing practices and encourage potential homeowners and renters to be aware of their rights under the National Fair Housing Law.

SIGNED this 24th day April, 2017.



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



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NO. OR YOUR DRIVER'S LICENSE NO.

SPECIAL DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF JEFFERSON §

That the County of Jefferson, Texas and the State of Texas, (hereinafter collectively called "Grantors"), for \$654.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the Port of Beaumont (hereinafter called "Grantee"), whose mailing address is P.O. Box 2297, Beaumont, TX 77704, all of the estate, right, title and interest which said Grantors received by virtue of that certain Deed Under Order of Sale dated August 11, 2016, executed by the Sheriff of Jefferson County, Texas and recorded under County Clerk's Instrument #2016038251 in the Official Real Property records of Real Property of Jefferson County, Texas, such Sheriff's Deed under Order of Sale having arisen by virtue of a Judgment and Order of Sale in a Tax Suit issued out of the 172nd Judicial District Court of Jefferson County, Texas, in Cause No. E-167792, styled County of Jefferson vs. Estate of Elton Brown, DECEASED, et al in and to the tract or parcel of land which is listed and described as follows:

PLAT G TRACT NINETY-FIVE (95) D. BROWN LOCATED IN THE CITY OF BEAUMONT
AS PER MAP OR PLAT IN JEFFERSON COUNTY, TEXAS

TO HAVE AND TO HOLD the Tract and premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Grantee, Grantee's successors and assigns, forever. But it is distinctly understood and agreed that this conveyance is made and accepted without covenants or warranty of any kind, either expressed or implied.

Executed this 24th day of April, 2017.

County of Jefferson, et al

By: [Signature]

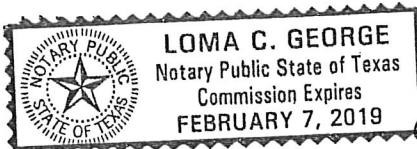
Name: JEFF R. BRANICK

Title: County Judge

THE STATE OF TEXAS §
§
THE COUNTY OF JEFFERSON §

This instrument was acknowledged before me on this 24th day of April, 2017 by

JEFF R. BRANICK, the County Judge of Jefferson County.



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

Return To:
Debbie Pletcher
Tax Office Ext. 8540

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk
Jefferson County, Texas

April 24, 2017 02:34:07 PM

FEE: \$0.00 GABRIELA

2017013355



Joleen E. Fregia
Chief Deputy
E-Mail
joleen@co.jefferson.tx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tfunchess@co.jefferson.tx.us

April 15, 2017

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of March 31, 2017, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.544%. The interest rate on funds invested in an investment account at Wells Fargo is currently .10%.

The 90 day Treasury interest rate on March 31, 2017 was 0.769% and the interest on your checking accounts for the month of March was .10%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda April 24, 2017, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO
Enclosure

Agenda should read:

Receive and File Investment Schedule for March, 2017,
including the year to date total earnings on County funds.

FISCAL YEAR 2016-2017			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	0.366%	\$3,646.03	0.100%
NOVEMBER	0.480%	\$23,545.66	0.100%
DECEMBER	0.500%	\$32,407.80	0.100%
JANUARY	0.523%	\$7,122.83	0.100%
FEBRUARY	0.523%	\$35,883.57	0.100%
MARCH	0.769%	\$19,840.96	0.100%
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		\$ 122,446.85	



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 24th day of April, 2017, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, *Ritchie W. Drodgy*, has devoted 33 years and 10 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, *Ritchie W. Drodgy*, has dedicated his talents and pledged his services as a Corrections Officer in the Correctional Facility for the Jefferson County Sheriff’s Office in 1983-1986 and again in 1989-1990; and

WHEREAS, *Ritchie W. Drodgy*, has pledged his services as a Peace Officer, making an outstanding contribution to law enforcement and the quality of criminal justice in Jefferson County, serving as a Peace Officer in the Patrol Division in 1986-1989 and again in 1990-2007; A Peace Officer in the Criminal Investigations Division in 2007-2012 and A Peace Officer in the Fugitive Warrant Division in 2012-2017.

WHEREAS, through hard work and commitment to excellence, ***Ritchie W. Drodgy***, has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs’ Office, ***Ritchie W. Drodgy***, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***Ritchie W. Drodgy***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 24th day of April, 2017.

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 24th day of April, 2017, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, *Barbara J. Richard*, has devoted 16 years and 2 months of her life serving the people of Jefferson County with pride and professionalism; and

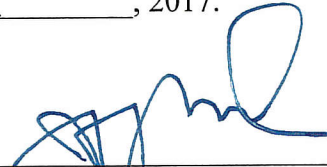
WHEREAS, *Barbara J. Richard*, has dedicated her talents and pledged her services as an Office Specialist in the Warrant Division for several years before transferring into the Identification Department for the Jefferson County Sheriff's Office in 2001-2017

WHEREAS, through hard work and commitment to excellence, ***Barbara J. Richard***, has earned the respect of her colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***Barbara J. Richard***, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by her friends and co-workers.

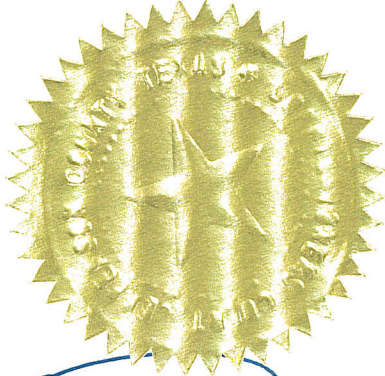
NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***Barbara J. Richard***, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.


SIGNED this 24th day of April, 2017.



JUDGE JEFF R. BRANICK

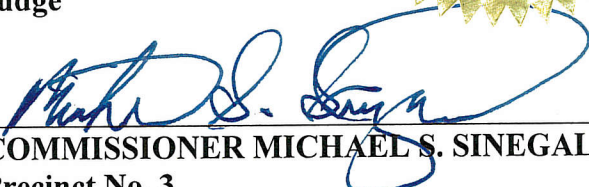
County Judge






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

www.pearsoned.com

OF JEFFERSON COUNTY, TEXAS

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, April 24, 2017

There being no further business to come before the Court at this time,
same is now here adjourned on this date, April 24, 2017