SPECIAL, 8/6/2018 1:30:00 PM

BE IT REMEMBERED that on August 06, 2018, 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

Honorable Carolyn L. Guidry , County Clerk

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

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

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS August 06, 2018

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **06th** day of **August 2018** 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.- WORKSHOP - To hear presentation from Texas General Land Office regarding housing.

11:30 a.m.- WORKSHOP- To hear presentation from The Nederland EDC regarding Airport Development.

2:00 p.m.- WORKSHOP: - Discuss pending FY 2019 budget issues and budget calendar.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

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

PURCHASING:

1. Receive and file Change Order No. 7 for (IFB 17-008/JW), Cheek Phase V – Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation) (TxCDBG No. 7216231) with BDS Constructors, LLC dba MK Constructors for an increase of the number of working days by (19) days due to inclement weather conditions; bringing the total number of working days for this project from (167) days to (186) days. This project is funded by a Texas Community Development Block Grant from The Texas Department of Agriculture.

SEE ATTACHMENTS ON PAGES 9 - 11

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

2. Receive and file Change Order No. 8 for (IFB 17-008/JW), Cheek Phase V – Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation) (TxCDBG No. 7216231) with BDS Constructors, LLC dba MK Constructors for the correction of (2) two of the (7) seven "Bid Alternate" service location addresses. This change order will also increase the number of working days by (73) days due to inclement weather conditions and administrative delays (for income verification of low to moderate households); bringing the total number of working days for this project from (186) days to (259) days. This project is funded by a Texas Community Development Block Grant from The Texas Department of Agriculture.

SEE ATTACHMENTS ON PAGES 12 - 14

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

3. Approve specifications for (RFP 18-034/YS), Janitorial Services for Jefferson County.

SEE ATTACHMENTS ON PAGES 15 - 83

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

4. Reject all bids for (IFB 18-009/YS), Term Contract for Security Personnel for Jefferson County.

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

5. Discuss and possibly approve the Purchasing Agent to enter into contract negotiations with the highest rated qualifications response (per Evaluation Committee) for (RFQ 18-023/JW), Energy Performance Contracting Services for Jefferson County.

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

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

SEE ATTACHMENTS ON PAGES 84 - 86

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

ADDENDUMS

7. Approve specifications for (IFB 18-036/YS), Term Contract for Indigent Burial Plots for Jefferson County.

SEE ATTACHMENTS ON PAGES 87 - 124

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

8. Discuss and possibly approve, execute, receive and file (JOC 18-038/DC) with SETEX Construction Corp. for the Adult Probation Elevator Pit Repair in the amount of $102,191.66. This is in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015. Available funding through Capital Projects.

SEE ATTACHMENTS ON PAGES 125 - 152

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:

9. Consider and approve budget amendment - Service Center - additional cost for fuel and tires.

120-8095-417-3037	GASOLINE	$50,000.00	
120-8095-417-3083	TIRES AND TUBES	$4,500.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		$54,500.00

SEE ATTACHMENTS ON PAGES 153 - 153

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

10. Consider and approve budget transfer - JP Pct. 7 - additional cost for paper for death certificates.

120-2048-412-3078	OFFICE SUPPLIES	$1,400.00	
120-2048-412-4052	POSTAGE		$1,400.00

SEE ATTACHMENTS ON PAGES 154 - 154

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

11. Consider and authorize County Judge to execute the Statewide Automated Victim Notification Service (SAVNS) Maintenance Grant Contract between Jefferson County, Texas and the Office of the Attorney General for FY September 1, 2018 - August 31, 2019.

SEE ATTACHMENTS ON PAGES 155 - 173

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

12. Regular County Bills - check #449119 through checks #449329.

SEE ATTACHMENTS ON PAGES 174 - 183

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

COUNTY COMMISSIONERS:

13. Consider, possibly approve, authorize the County Judge to execute, receive and file Flat Rate/Fixed Fee Contract for Professional Services between Jefferson County, Texas and the firm of Allison, Bass & Magee, L.L.P. for redistricting and reapportionment projects required after the census.

SEE ATTACHMENTS ON PAGES 184 - 197

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

14. Consider, possibly approve, authorize the County Judge to execute, receive and file Consent Form for Demolition of Unsafe Structure for the City of Beaumont for property located at 2185 Lela St., Beaumont, Texas.

SEE ATTACHMENTS ON PAGES 198 - 201

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

ENGINEERING:

15. Consider and possibly approve a Replat of a 2.87 acre tract (Lot 12) of land out of Green Acres North Addition, recorded in volume 12, page 10 J.C.M.R, into Lots 12A and 12B Haynes Addition. This plat is located off of Oakdale Drive in Precinct No. 4 and is not within any ETJ (extra-territorial jurisdiction) and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 202 - 204

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 and possibly approve the Labelle Properties, Ltd. Subdivision, a 1.51 acre tract out of Lot 3, Block 7 of the Orange Farms Subdivision located off of Highway 365 in Precinct No. 2. It is also the property with the Dollar General site layout in the City of Port Arthur ETJ (extra-territorial jurisdiction), and was reviewed by the City of Port Arthur Planning and Zoning Commission and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 205 - 207

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

MAINTENANCE (BEAUMONT):

17. Request and possibly approve the permanent appointment of Greg Keller to Director Building Maintenance for the Beaumont building operations, which would include a salary increase from $70,000. to $72,500. or approximately 100% of the current salary range effective August 13, 2018.

SEE ATTACHMENTS ON PAGES 208 - 208

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

SHERIFF'S DEPARTMENT:

18. Consider and possibly approve a Resolution recognizing Roberto Arrieta of the Correctional Facility Maintenance Staff for 9 years and 3 months of dedicated service to the citizens of Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 209 - 209

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

_____

Jeff R. Branick
County Judge

IFB 17-008/JW
PO# 0-71129

Construction Contract Change Order

A505

Grant Recipient: JEFFERSON COUNTY, TEXAS Select: ☐ City ☒ County

Contract No.: 7216231 Change Order No.: 7 Region: SETRPC

Contractor:	Engineer:
(Name and Address)MK Constructors 2485 North St. Vidor, Texas 77662	(Name and Address)Action Civil Engineers, PLLC. 8460 Central Mall Drive Suite J Port Arthur, Texas 77642

Select Change Order Type(s): ☐ Change to Existing Line Items ☐ New Items Requested ☒ Change in Contract Duration

Change in Contract Duration

Provide explanation below (attach separate documentation as necessary).

Rain Days for April and May

Original Contract End Date:	3/4/2018
Net change of previous Change Orders (days):	77
Increase/Decrease of this Change Order (days):	19
Change Order Contract End Date	6/8/2018

Justification for Change

	Increase	Decrease	No Change
1. Effect of this change on scope of work:	☐	☐	☒
2. Effect on operation and maintenance costs:	☐	☐	☒
	Yes	No	Not Applicable
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement Exhibit A?	☐	☒	☐
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	☐	☒	☐
5. Is the TCEQ clearance still valid?	☒	☐	☐
6. Are other TxCDBG contractual special condition clearances still valid?	☒	☐	☐
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	☐	☐	☒

Change Order Summary

Original Contract Price:	$205,864.00	Original Contract End Date:	3/4/2018
Net Previous Change Order(s):	$0.00	Net change of previous Change Orders (days):	77
This Net Change Order:		Increase/Decrease of this Change Order (days):	19
New Contract Price:	$205,864.00	Change Order Contract End Date	6/8/2018
Cumulative % Change:	0.0%		

NOTE: Change orders for an increase of more than 25% will be rejected. The State of Texas considers a change in the construction contract price of greater than 25% to be non-competitive, as other potential bidders did not have the opportunity to bid on the true scope of the project during the procurement process. Grant Recipient must rebid project in the event of an increase of 25% or more.

Grant Recipient Approval (REQUIRED)

Authorized Signature	Date: JULY 16, 2018

Jeff R. Branick, Jefferson County Judge
Authorized Signatory's Name and Title

Engineer's Recommendation

William V. Larmon Engineer's Signature	Date: 6-6-18

William V. Larmon P.E.
Engineer's Name

Contractor's Authorization

Contractor's Signature	Date: 7/25/18

Michael Brown. V.P. BDS Constructors LLC dba MK Constructors
Contractor's Name and Title

To receive an email copy of the TDA response, provide contact information below

Name	Email

For TDA office use only

This Net Change Order:		Increase/decrease of this Change Order (days):	19
Net Change Order Approved:		Increase/decrease of this Change Order Approved:	19
Approved Contract Amount:		Approved Contract Time:	6/8/18

Notes:

Contract Specialist Signature	Date: 7/20/18

Director Signature (optional)	Date

ATTEST
DATE 8/16/18

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

IFB 17-008/JW
PO# 0-71129

Construction Contract Change Order

A505

Grant Recipient: JEFFERSON COUNTY, TEXAS Select: ☐ City ☒ County
Contract No.: 7216231 Change Order No.: 8 Region: SETRPC

Contractor:	Engineer:
(Name and Address)MK Constructors 2485 North St. Vidor, Texas 77662	(Name and Address)Action Civil Engineers, PLLC. 8460 Central Mall Drive Suite J Port Arthur, Texas 77642

Select Change Order Type(s): ☒ Change to Existing Line Items ☐ New Items Requested ☒ Change in Contract Duration

Grant recipient is requesting Texas Department of Agriculture review to determine eligibility of change order expenses.

Changes to Existing Line Items (Items from original bid or added in previous change order ONLY)

Bid Item #	Item Description	Original Qty.	Proposed Qty.	UOM	Unit Price	Δ Qty.	Change in Contract Price	+
2	Change Addresses	2	2	EA	$5,560.00	0	$0.00	=
						Contract Change Sub-Total:	$0.00	

Change in Contract Duration

Provide explanation below (attach separate documentation as necessary).

Rain Days for June, and administrative delays on low to moderate households income verification

Original Contract End Date:	3/4/2018
Net change of previous Change Orders (days):	96
Increase/Decrease of this Change Order (days):	73
Change Order Contract End Date	8/20/2018

Justification for Change

	Increase	Decrease	No Change
1. Effect of this change on scope of work:	☐	☐	☒
2. Effect on operation and maintenance costs:	☐	☐	☒
	Yes	**No**	**Not Applicable**
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement Exhibit A?	☐	☒	☐
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	☐	☒	☐
5. Is the TCEQ clearance still valid?	☒	☐	☐
6. Are other TxCDBG contractual special condition clearances still valid?	☒	☐	☐
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	☐	☐	☒

Additional Change Order No. 8 Information:

Per this change order, address corrections will be made to (2) two of the (7) seven locations to receive sewer improvements, as part of the "Bid Addendum No. 2 Alternate Additional Bid Proposal" properties for this project, as indicated below:

8496 Landry Lane
6312 Boyt Road
5835 Martel Road
9508 Lawhon Road
8567 Landry Lane: **Change to 9390 Lawhon Road**
9553 Lawhon Road
8787 MLK: **Change to 9556 Lawhon Road**

Change Order Summary

Original Contract Price:	$205,864.00	Original Contract End Date:	3/4/2018
Net Previous Change Order(s):	$0.00	Net change of previous Change Orders (days):	96
This Net Change Order:	$0.00	Increase/Decrease of this Change Order (days):	73
New Contract Price:	$205,864.00	Change Order Contract End Date	8/20/2018
Cumulative % Change:	0.0%		

NOTE: Change orders for an increase of more than 25% will be rejected. The State of Texas considers a change in the construction contract price of greater than 25% to be non-competitive, as other potential bidders did not have the opportunity to bid on the true scope of the project during the procurement process. Grant Recipient must rebid project in the event of an increase of 25% or more.

Grant Recipient Approval (REQUIRED)

Authorized Signature — Date: July 16, 2018

Jeff R. Branick, Jefferson County Judge
Authorized Signatory's Name and Title

Engineer's Recommendation

Engineer's Signature — Date: 7/11/18

William V. Larrain, P.E.
Engineer's Name

Contractor's Authorization

Contractor's Signature — Date: 7/25/18

Michael Brown V.P. BPS Constructors LLC dba MK Constructors
Contractor's Name and Title

To receive an email copy of the TDA response, provide contact information below

Name	Email	+ / -

For TDA office use only

This Net Change Order:	$0.00	Increase/decrease of this Change Order (days):	73
Net Change Order Approved:		Increase/decrease of this Change Order Approved:	73
Approved Contract Amount:		Approved Contract Time:	8/20/18

Notes:

Contract Specialist Signature — Date: 7/25/18

Director Signature (optional)	Date

ATTEST
DATE 8/6/18

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

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

August 6, 2018

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 18-034/YS, Janitorial Services 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.

MANDATORY ON-SITE PRE-BID CONFERENCES FOR ALL VENDORS WILL BE HELD AS FOLLOWS:

Jefferson County – Port Arthur Buildings	10:00 AM – Wednesday, August 15, 2018
Minnie Rogers Juvenile Justice Center	10:00 AM – Friday, August 17, 2018
Airport Terminal and Mid-County Buildings	10:00 AM – Tuesday August 21, 2018
Jefferson County Courthouse & Sheriff's Department, Jefferson County Annex Buildings I, II, and IV	10:00 AM – Wednesday, August 22, 2018

PROPOSAL NAME:	**Janitorial Services for Jefferson County**
PROPOSAL NO:	**RFP 18-034/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, September 4, 2018**
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, 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 – August 8, 2018 and August 15, 2018

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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.
- Four (4) numbered proposal *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 Janitorial 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

Offeror Must Complete and Return This Page With Offer.

1. Introduction to Offerors

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Janitorial Services.

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 Contractors response to the RFP.

1.10 Governing Forms

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

1.11 Implied Requirements

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

1.12 Compliance with RFP Specifications

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

1.13 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)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295).

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

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

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

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

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.15 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, a contract (executed in response to this Request for Proposal) 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 the contract 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 contract, 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.

1.16 Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/.
The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

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

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

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

1.17 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 is in the best interest of Jefferson County.

1.18 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.

1.19 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.

1.20 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.

1.21 Ownership of Proposal

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

1.22 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.

1.23 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.

1.24 Assignment

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

1.25 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.

1.26 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.

1.27 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.

1.28 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.

1.29 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.

1.30 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.

1.31 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.

1.32 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.

1.33 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.

1.34 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.

1.35 Insurance

The contractor (including any and all subcontractors as defined in Section 1.36.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

Minimum Insurance Requirements:

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

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 Workers' Compensation Insurance

1.36.1 Definitions:

1.36.1.1 **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.

1.36.1.2 **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.

1.36.1.3 **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.

1.36.2 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.

1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.

1.36.4 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.

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

1.36.5.1 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

1.36.5.2 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.

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

1.36.7 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.

1.36.8 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.

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

1.36.9.1 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.

1.36.9.2 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.

1.36.9.3 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.

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

1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.36.9.4.2 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.

1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.36.9.6 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

1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.

1.36.10 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.

1.36.11 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.

1.37 Pre-Proposal Conference

MANDATORY ON-SITE PRE-BID CONFERENCES FOR ALL VENDORS WILL BE HELD AS FOLLOWS:

Jefferson County – Port Arthur Buildings	10:00 AM – Wednesday, August 15, 2018
Minnie Rogers Juvenile Justice Center	10:00 AM – Friday, August 17, 2018
Airport Terminal and Mid-County Buildings	10:00 AM – Tuesday, August 21, 2018
Jefferson County Courthouse & Sheriff's Department, Jefferson County Annex Buildings I, II, and IV	10:00 AM – Wednesday, August 22, 2018

1.38 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CDT, Tuesday, September 4, 2018 to:

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

Courthouse Security: Offerors are advised that all visitors to the Courthouse must pass through Security. Offerors planning to hand deliver proposal 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. Offerors are strongly urged to plan accordingly.

County Holidays – 2018:

January 1	Monday	New Year's
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran's Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	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.

1.39 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.

1.40 Questions

Questions may be emailed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

1.41 Tentative Schedule of Events

August 6, 2018	Issuance of Request for Proposal
August 15, 17, 21, and 22, 2018	Mandatory On-Site Pre-Bid Conferences
September 4, 2018	Deadline Submission (late proposals will not be considered)
September 5, 2018	Proposals distributed to Evaluation Committee
September 10, 2018	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
September 17, 2018	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.

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

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.

2.8 Confidential/Proprietary Information

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

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

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, September 4, 2018, 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 Janitorial 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, 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 Janitorial Services to its various locations.

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us regarding any questions or comments. Please reference RFP 18-034/YS.

The Bidder, having visited the sites of the proposed project, and having become familiar with the local conditions, nature, and extent of the work, and having carefully examined the Specifications, terms, and conditions herein, proposes to furnish all labor, materials, equipment, and other items, facilities, and services, without exception, for the proper execution and completion of the contract. If awarded the contract, the Bidder shall complete the said work within work hours specified on pages 30-31.

Note: All Items quoted must be in compliance with the specifications. If you are taking exception, indicate the exception(s) in spaces provided.

Scope

The intention of this Jefferson County Request for Proposal (RFP) is to solicit proposals for janitorial services for Jefferson County. **Jefferson County reserves the right to accept a proposal 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.**

Jefferson County shall conduct mandatory on-site pre-bid conferences for vendors. These conferences will allow the vendors to see the areas to be cleaned and to receive further instruction regarding cleaning needs at particular locations. Schematics/blueprints will not be provided as a source of reference in connection with this bid.

MANDATORY ON-SITE PRE-BID CONFERENCES FOR ALL VENDORS WILL BE HELD AS FOLLOWS:

Building	Conference Location	Date/Time
Jefferson County - Port Arthur Buildings	Meet in foyer of Sub-Courthouse 525 Lakeshore Drive Port Arthur, TX 77640	10:00 AM – Wednesday, August 15, 2018
Minnie Rogers Juvenile Justice Center	Meet in lobby of Minnie Rogers Juvenile Justice Center 5326 Hwy. 69 South Beaumont, TX 77705	10:00 AM – Friday, August 17, 2018
Airport Terminal; Mid-County Buildings	Meet at Airport Administration Building 4875 Parker Drive Beaumont, TX 77705	10:00 AM – Tuesday, August 21, 2018
Jefferson County Courthouse; Sheriff's Department, Jefferson County Annex Buildings I, II, and IV	Jefferson County Courthouse Commissioner's Conference Room 1149 Pearl Street, 4th Floor Beaumont, TX 77701	10:00 AM – Wednesday, August 22, 2018

Detailed Specifications

Scope of Work

Vendor shall provide Janitorial Services for various Jefferson County facilities subject to the terms and conditions stated for an initial period of one (1) year beginning on date of award, with up to four (4) one year options to renew.

Renewal Options

Jefferson County may consider up to four (4) one year options to renew contract, based upon the same terms and conditions as the original year. Renewal is subject to approval by Jefferson County Commissioners' Court each period. Any increase in the contract amount may not exceed the percentage of increase in the Consumer Price Index. Once renewal options are exhausted, the contract must be re-bid.

Year 2	2019 - 2020
Year 3	2020 – 2021
Year 4	2022 – 2023
Year 5	2023 – 2024

At the time of renewal, the price may be negotiated subject to the following adjustment clause:

Price Adjustment Clause

Renewal of this contract shall be for the original bid price: however, if the option to renew is exercised, Jefferson County will permit a price adjustment upwardly or downwardly after the end of the first contractual period and each renewal period when correlated with the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, (all items) published by the Bureau of Labor Statistics (BLS), Beaumont-Port Arthur, Texas, www.bls.gov.

Keys

Floor master keys, room keys and building keys must remain on the premises at all times. All keys will be kept in a key lock box to which the contractor shall be provided the key. The return of all keys nightly to the key box is the responsibility of the contractor. Only Jefferson County will duplicate keys, and no "Grand Master Key" shall ever be in the possession of the contractor.

Daily Activity Reports

Services performed under this Contract shall be subject to inspection and approval by the Maintenance Supervisor. There shall be no deviations from any part of the Contract or from any approved schedule without prior written approval from the Maintenance Supervisor.

Contractor shall submit the Daily Activity Report Checklist to the Maintenance Representative for approval (attached at page 30).

County's representative shall conduct random inspections and shall rate work performed the previous day on a scale of one to five as follows:

5	Excellent
4	Good
3	Fair
2	Poor
1	Unacceptable

Contractor receiving three (3) unacceptable ratings on any category within one (1) month may be grounds for termination. All work tasks described in the specifications for each facility shall be rated by the County's Maintenance Representative.

Any work not performed as intended in these specifications shall be corrected immediately or no later than twenty-four (24) hours after notification by the County's Maintenance Representative. Notification may be given verbally with a follow-up in writing.

If Contractor fails to correct deficiencies to the County's Maintenance Representative's satisfaction within five (5) days after written notification, the County may terminate the Contract and provide for completion of the work as may deemed necessary and charge the expense thereof to the Contractor.

Contractor shall not permit any minors in the building while work is being performed.

All cleaning personnel are prohibited from disturbing papers on desks, opening desk drawers or cabinets, or using telephones or office equipment provided for official county use. Instructions pertaining to conduct and other regulations, as required by Jefferson County, must be followed.

The contractor's employees must have a good working knowledge of the principles and techniques of the machines, equipment and cleaning products used in building maintenance, as well as good working knowledge of safety procedures. The contractor shall be responsible for instructing its employees in safe work habits and requirements to comply with the Williams-Steiger Occupational Safety and Health Act.

Responsibilities of Contractor

The Contractor shall furnish all labor, supplies, materials, equipment, and supervision required to perform custodial services for designated buildings of Jefferson County as described herein. Contractor shall furnish the following supplies/equipment, as well as any other items required for satisfactory performance of this contract, unless otherwise stated for individual locations.

Bonnets
Brass cleaner
Buckets
Carpet sweepers
Chamois
Counter brushes
Detergents
Disinfectants
Dispensers
Dust cloths
Dust mops
Dust pans
Floor machines
Furniture polish
Glass cleaner
High Speed Buffers
Marble cleaner
Metal polish
Mop presses
Porcelain cleaner
Putty Knives
Rubber gloves
Scouring powder
Soap
Sponges
Squeegees
Steel wool
Sweeping compounds
Tile cleaner
Vacuum cleaners (Wet and Dry)
Water extractors (for Carpets)
Wall brushes
Wax cleaner
Waxes
Buckeye Brand Castleguard Non-Skid Wax or approved equivalent for floors
Wet mops
Window brushes
Window ladders
Wiping cloths

Contractor is responsible for determining type, quality, and characteristics of all building materials to be serviced under this agreement. Contractor shall be responsible for the determination of the proper cleaning method of each building material services under this agreement so that all Jefferson County facilities shall remain in good condition, with the exception of ordinary wear and tear and unavoidable accident.

Contractor shall supply when so requested, without cost to the County, samples for testing of any materials used by Contractor in the accomplishment of the required services. No materials shall be used which are harmful to the surface to which they are applied.

No material, treatment, or procedure shall be used on any floor, stairway, or sidewalk that will cause such floor, stairway, or sidewalk surface to be slippery or unsafe to walk upon in all kinds of weather.

All equipment required by Contractor in the performance of duties as set forth herein shall be furnished by Contractor at Contractor's sole expense. Jefferson County reserves the right to

require Contractor to replace, substitute, or modify his equipment if such equipment is harmful to the County or its operation or is not sufficient in terms of providing adequate cleaning under this contract.

Personal Property, Equipment, etc.

The title of all equipment, materials, machinery of any kind or nature furnished and used by Contractor shall remain in Contractor's name and such equipment, materials of any kind or nature shall be removed promptly from the area specified in bid upon the termination of this contract.

Flammable Materials

All flammable materials, including waxes, paint, thinner, and waste, shall be handled in accordance with all applicable fire regulations. Any fire, smoke, or other damage arising out of Contractor's use of said flammable materials shall be the responsibility of the Contractor.

Responsibilities of Jefferson County

All services required to be performed under this agreement shall be subject to inspection by a representative of the County while in process or after completion. If any such services are found to be unsatisfactory and not in accordance with the requirements of this contract, the County Purchasing Agent or representative shall notify Contractor and Contractor shall take immediate steps for corrective action.

The County shall provide reasonable storage space for use of Contractor, provided however, that such shall be necessary to the performance of the services required hereunder. The County shall have access to the above space for the purpose of inspection for conformance to fire, health, and any other applicable regulations. The use of such space shall be the responsibility of Contractor and any damage to property, theft of property, or injury to persons resulting from the use of such space shall be the liability of the Contractor. Jefferson County shall in no way be responsible for the Contractor's supplies, equipment, materials, or personal belongings that may be damaged by fire, theft, accident, or otherwise.

Jefferson County will supply to the contractor light, heat, power (110 volts A.C.), hot and cold water as may be required for the cleaning of premises under the terms of this contract.

Supervision and Labor

Contractor shall provide sufficient personnel to accomplish required services hereinafter set forth. All such personnel shall be skilled in the various tasks assigned to them. Contractor shall be responsible for proper personal conduct of all his personnel while on the premises and shall submit a certificate that they are licensed to provide services and carry insurance of not less than $100,000 coverage for employee dishonesty and customer protection. Contractor agrees to dispense with the services of any employee whose conduct the County believes is detrimental to the best interest of the County.

Contractor shall have an active, qualified, competent and experienced supervisor (satisfactory to the County) to provide daily inspection and supervision of the janitorial services provided hereunder and he/she shall be authorized to represent and act for Contractor.

Contractor's Employees

All employees of contractor must be eighteen (18) years of age or older. No minors will be allowed to work under this contract.

The Contractor's supervisor, or competent assistant supervisor, shall be on premises at all times during working hours and be responsible for the work on behalf of the contractor.

The Contractor shall enforce strict discipline and good order among the Contractor's employees.

The Contractor shall exercise the necessary supervision and control to prevent contractor's employees from violating rules and regulations.

All employees of successful bidder will be required at all times to wear the company logo visible on all shirts and a company identification card with name and picture provided at no expense to the County.

The County reserves the right to request police record checks or drug screening tests at the cost of the Contractor.

Workers' Compensation

The Contractor expressly agrees to pay to the State of Texas the amounts required for Workers' Compensation.

Contractor Payments

The Contractor agrees that it will at all times pay promptly and when due all laborers, mechanics, subcontractors and material men, and all persons who shall supply the Contractor with provisions and supplies for the carrying on of the contract work.

Responsibility for Damage/Repair Problems

Contractor shall report promptly to the proper authority, as designated by Jefferson County, any irregularities in any of the areas serviced, regarding heating and ventilating equipment, lighting, furniture, broken windows, dispensing equipment in restrooms or any other conditions that may require attention for repairs, adjustment or replacement or correction. A routine maintenance form is attached for this purpose at page 31.

Damage for Destruction of Premises

If the area specified in the bid is partially or fully destroyed, Contractor's obligations hereunder shall be reduced to the extent made necessary by said partial or full destruction of the area specified in the bid and the County's obligation to Contractor shall be reduced a proportionate amount.

Non-Performance/Liquidated Damages

Throughout the term of the contract, if the Vendor fails to perform required services as described herein, or does not complete all services as required on a daily, weekly, monthly quarterly, bi-annually, or yearly basis this shall be just cause for the assessment of damages as described below and such damages shall be considered, as liquidated damages. If the Vendor fails to perform the services within the time specified in the contract whether a daily, weekly, monthly, quarterly, biannually, or yearly task, the Vendor shall be deemed as non-compliant and liquidated damages will be assessed.

The Maintenance Representative or his designee will perform inspections of each area to ascertain compliance to the specifications. If any deficiencies are found, an inspection report will be communicated to the Vendor noting the required corrections. If deficiencies are found, once reported to the vendor, it shall be the responsibility of the vendor to respond and correct the deficiencies immediately or no later than twenty-four (24) hours. All notifications will be made by by written e-mail.

Liquidated damages are set at 10% of location invoice per occurrence. Written documentation will be provided and the damage will be deducted from the monthly invoice.

Notices

All notices shall be submitted in writing to Maintenance and Purchasing.

	Immediate Notices	Notices by Mail
Purchasing	ysauer@co.jefferson.tx.us	Yea-Mei Sauer 1149 Pearl Street Beaumont TX 77701
Maintenance Beaumont	gkeller@co.jefferson.tx.us	Greg Keller 1149 Pearl Street Beaumont TX 77701
Maintenance Pt. Arthur and Mid-County	mbernard@co.jefferson.tx.us	Mark Bernard 525 Lakeshore Drive Port Arthur TX 77640
Jack Brooks Regional Airport	dyoumans@co.jefferson.tx.us	Duke Youmans 4875 Parker Drive Beaumont TX 77705
Mid County Office Building, Hamshire Building, Mid County Tax Office, Road & Bridge Precinct 2	bkelly@co.jefferson.tx.us	Bobby Kelly 7759 Viterbo Road Beaumont TX 77705
Minnie Rogers Juvenile Justice Center	ecockrell@co.jefferson.tx.us	Chief Ed Cockrell 5326 Highway 69 South Beaumont TX 77705

The Vendor must provide contact information for routine and emergency communications in the form of mobile telephone contact numbers for vendor's supervisors and e-mail contact addresses.

Continuity of Janitorial Service

Upon the termination of this contract, through passage of time, Contractor shall aid Jefferson County in all ways possible in continuing the services provided for under this agreement uninterrupted until a new contract has been awarded.

Attorney's Fee

Should the Contractor, in the judgment of Jefferson County, ignore or fail properly to handle or defend any claim, lien, or suit the County may, at its opinion, assume and undertake or join the handling or defense of, any such claim, lien, or suit, and in that event the Contractor will reimburse the County for attorney's fees and other expenses incurred by it in handling or defending any amounts paid by Jefferson County in settlement there of or in satisfaction of any judgment in any such suit.

Non-Waiver

Any waiver of any breach of covenants under this contract shall not be deemed or considered as a continuing waiver and shall not prevent Jefferson County from declaring any succeeding breach of the same condition or covenant.

Default

The contract may be cancelled or annulled by Jefferson County if the Contractor shall fail or neglect to do or perform or observe any of the covenants contained herein; or if Contractor shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then, in any said cases or events, Jefferson County may immediately or any time thereafter, terminate this contract, provided however, that nothing stated in this item shall impair Jefferson County's right to cancellation.

Sole Judge for County

In order to prevent disputes and litigation, the County Purchasing Agent shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and material to be furnished under this contract, and to decide upon all questions which may arise under or as to the fulfillment of said contract on the part of the Contractor, and her decisions and determination shall be final and conclusive.

Special Requirements/Instructions:

Working Hours/Quality of Service

Contractor shall perform services required herein between the hours of 5:30 PM and 11:30 PM, Monday through Friday, except where noted on the bid form.

No later than two weeks after the effective date of this contract, Contractor shall provide the County with a work schedule defining frequency of tasks to be performed.

Areas listed below are to be cleaned as frequently as specified above. Contract administrator may request an alternative schedule. Bidder shall check whether or not requirements will be met. If requirements cannot be met, bidder must state exceptions.

Security/Background Check – Jack Brooks Regional Airport

All Janitorial Contractors will be subject to a background check before beginning work at the Jack Brooks Regional Airport Main Terminal. This background check will be conducted by the Jefferson County Sheriff's Department and Jefferson County will bear the cost of the search.

Cleaning Specifications:

Intent

It is the intent of Jefferson County that these premises be maintained at a high standard of cleanliness. These specifications are intended to indicate an acceptable level of service, cleaning and professionalism to be provided by the contractor.

Frequencies set forth are meant to be general guidelines; they are not to be construed as complete.

All items not specifically included but found to be necessary to properly clean the buildings, including additional requirements at specific locations, shall be included as though written in these specifications.

Clean

The term "clean" means the removal of all trash, dirt, dust, lint, marks, stains, spots, odors, film (dirt, grease, etc.)

Safety

The Contractor shall be responsible for instructing employees in safety measures considered appropriate. Personnel will not place or use mops, brooms, or any equipment in traffic areas or other locations in such a manner as to create safety hazards. The workers shall provide, place and remove appropriate warning signs for wet or slippery floor areas caused by cleaning or floor finishing operations. General safety requirements shall be complied with in all activities under this contract.

Daily Cleaning:

Restrooms

Clean with a germicidal detergent all commodes, urinals, lavatories, bathtubs, shower areas, etc. Clean encrustation, stains, scale, deposits, and build-up inside and outside. All fixtures, faucets, and piping shall be rinsed and polished for a complete job. Deodorant tablets shall not be used in commodes or urinals. Highly scented disinfectant cleaners shall not be used.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

Floors

Sweep floors to remove dirt and other material. Damp mop all resilient tile floors using a germicidal detergent solution. Wet mop all ceramic tile floors using a germicidal detergent solution. Rinse all floors with clear water. Floors shall be maintained in such a manner as to promote longevity and safety upon completion of work, all floors shall be left in a clean, orderly and safe condition. The contractor shall remove and replace furniture as required to perform the work, exercising necessary safety practices and necessary caution to prevent damage to Jefferson County property. Clean all baseboards. Spray buff all resilient tile. Apply a new coat of finish as needed. At all times, floors shall be maintained in such a manner as to promote longevity and safety.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

Tile

Sweep to remove loose dirt and other material. Wet mop all hard tile (ceramic, quarry, etc.) floors. Damp mop all resilient (including wood) floors. Spray buff all resilient tile daily or as needed.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

Carpet

Vacuum all carpeted floors. Spot clean all carpeted floors as needed in accordance with manufacturer's instruction.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

Entrance and Common Areas

Pick up papers, leaves, trash and loose material outside stairways and entranceways. Sweep to remove loose dirt and other material. Damp or wet mop clean as needed. Clean all entrance mats.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

Other Requirements

Empty all waste receptacles. Maintain all waste receptacles in a clean and odor-free condition. Plastic liners are required. Clean all restrooms dispensers, mirrors, partitions, doors, walls, vents, shelves, furniture, trim, etc., in restrooms and adjacent lounge areas.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

Supplies

All towel, tissue, and soap dispensers shall be checked and refilled nightly. No refill supplies shall be stocked in the area of dispenser.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

Trash Pickup and Removal

Empty all waste receptacles (including wastebaskets, trash cans, ashtrays, boxes labeled "trash", etc.). Waste receptacles are to be maintained in a clean and odor-free condition. New plastic liners are required daily. Remove all trash and waste to a designated central location (dumpster, etc.) for disposal. Empty "recycle paper" containers into recycle bins as needed, where appropriate, and if in doubt, set aside material and ask for direction from contract administrator.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

Furniture, etc.

Clean furniture, counter, and cabinets. (Furniture includes desks, windows, pictures, etc.) Clean all ledges and horizontal surfaces, including baseboards. Spot clean finger marks, smudges, dirt buildup, and/or accumulation around light switches, doors, door frames, counters, etc. Sanitize, wash and polish all drinking fountains, sinks, basins, fixtures, etc. and related counter tops. Keep walls, ceilings and corners free from dust, cobwebs, etc.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

Doors/Glass

Clean furniture, counter, and cabinets. (Furniture includes desks, and windows.) Clean all ledges and horizontal surfaces, including baseboards. Spot clean finger marks, smudges, dirt buildup, and/or accumulation around light switches, doors, door frames, counters, etc. Clean all entrance glass (entrance glass includes: glass, doors, windows, window frames, reception areas, partitions). Clean all metal trim (push plates, kick plates, etc.) Spot clean all interior glass including partitions, display cases, mirrors, interior doors, etc.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

Finishing Touches

Restore all furniture, wastepaper baskets, etc., to original position. Report all maintenance related problems to the Central Services Director. Leave janitorial closet clean and orderly.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

Periodic Tasks and Services:

All monthly, quarterly, semi-annual and annual services require a sign-off of completion. Prior to starting, vendor must submit a written schedule showing the exact date of all quarterly, semi-annual and annual work.

Monthly

Machine scrub restroom floors using germicidal detergent. Refinish all resilient tile restroom. Clean all vent covers, louvers, etc.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

Quarterly and As Needed

Vacuum, spot clean, and shampoo all carpets. (Proper shampooing shall result in a carpet free from all types of airborne soil, dry dirt, water soluble soils, and petroleum soluble soils). A clean carpet shall be uniform in appearance when dry vacuumed. Strip and refinish all resilient tile floor surfaces, upon completion of this task, the floor shall be free of all scuff marks, dirt, dust, soil, spots, stains, deposits, and film, (dirt, oil, grease, etc.).

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

SUB-COURTHOUSE, ANNEX I AND II (PORT ARTHUR)
JANITORIAL SERVICES
ADDITIONAL INFORMATION AND REQUIREMENTS

The following provides additional information and requirements for Janitorial Services for the Sub-Courthouse, Annex I and Annex II (Port Arthur). These requirements relate to issues of particular relevance to these locations. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at these locations shall meet with the point of contact, Mark Bernard, within two (2) weeks of contract award to discuss these requirements.

Jefferson County shall provide paper products and trash liners for the Port Arthur locations. Vendor shall be responsible for other supplies and equipment.

Vendor shall supply all other supplies and equipment needed to properly clean the buildings.

Subcourthouse

- The Janitor's closet shall be stocked on Fridays.
- Sweep or vacuum all floors (hallways and offices) daily.
- Sweep stairwells daily.
- Wipe handrails daily.
- Clean all restrooms daily.
- Clean all windows and doors daily.
- Dust all offices and all blinds twice per week.
- Clean walls once per week.
- Clean light fixtures once per week.
- Buff floors once a week; strip floors once every other week.

Annex II – Port Arthur – in addition to above requirements:

- Protective gloves shall be worn when cleaning restrooms.
- Floors shall be mopped (not waxed).

Vendor shall maintain contact with Mark Bernard and with Purchasing throughout the life of this contract.

The Subcourthouse, Annex I, and Annex II require at least one (1) day porter to service the three locations.

JACK BROOKS REGIONAL AIRPORT
ADDITIONAL INFORMATION AND REQUIREMENTS

The following provides additional information and requirements for Janitorial Services for the Jack Brooks Regional Airport (Main Terminal). These requirements relate to issues of particular relevance to the Airport. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at the Airport shall meet with the point of contact, Duke Youmans, within two (2) weeks of contract award to discuss these requirements.

Vendor's assigned employee(s) shall have:

- Good communication skills in the English language
- Proof of cleared background check before beginning work at Jack Brooks Regional Airport. This background check will be conducted by the Jefferson County Sheriff's Department and Jefferson County will bear the cost of the search.
- Additional background checks may be necessary as prescribed by TSA regulations.
- Company logo visible on their shirts at all times, and have a company identification card with their name and picture.

Vendor shall supply:

- Any and all equipment, including but not limited to:
    - vacuums
    - brooms, dust and dry mop, wet mop, bowl mops
    - buffers & carpet cleaner
    - interior and exterior window cleaning equipment
    - rags, wipes, etc
- Any and all supplies necessary to clean the Airport Main Terminal, including but not limited to:
    - Neutral floor cleaner
    - Cleaner and disinfectant for: sinks, toilets, counter tops, windows, etc
    - Scented urinal screens
    - Stain remover
    - Hand soap for dispensers
    - Hand sanitizer for dispensers

The main terminal requires one person to be present from 8:00 AM to 8:00 PM, Sunday through Friday, and from 8:00 AM to 3:00 PM on Saturday. This person shall:

- Clean all bathrooms following each flight.
- Replenish paper products.
- Dry mop floors twice a day.
- Vacuum all carpeted areas once a day.
- Take out trash twice a day.
- Buff all hard floors each Saturday.
- Hard floors stripped and waxed, every three (3) months or upon airport request, no more than four (4) times a year.
- Shampoo all carpet areas as needed, at least every two (2) weeks.
- Maintain interior side of windows to a clean and clear appearance.
- Stains addressed and removed.

Access to secure areas of the terminal will be limited. Persons authorized by designated airport personnel will be subject to airport security background checks. Persons authorized will, without fail, display proper security badges, provided by airport, at all times while in secure areas. If lost, replacement badges are available for a cost of $10 each.

Vendor shall maintain contact with Duke Youmans and with Purchasing throughout the life of this contract.

MID-COUNTY OFFICE BUILDING AND HAMSHIRE BUILDING ADDITIONAL INFORMATION AND REQUIREMENTS

The following provides additional information and requirements for Janitorial Services for the Mid-County Office Building. These requirements relate to issues of particular relevance to this building. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at the Mid-County Office Building shall meet with the point of contact, Bobby Kelly, within two (2) weeks of contract award to discuss these requirements.

Jefferson County will supply toilet paper, paper towels, and hand soap for these locations. The vendor is responsible for all other supplies and equipment.

Environmental Control Department

- Vacuum front counter area daily.
- Vacuum remaining floors three days per week.
- Empty trash daily.
- Dust all offices once per week.

Constables' Offices (Precincts 4 & 7)

- Dust Constables' desks and shelves every other day.
- Dust all other desks every other day, including CPU on the floor and computer on the desk.
- Vacuum entire office once per week
- Dust printers, fax machine and phones once per week.

Judges' Offices (Precincts 4 & 7)

- Vacuum entire office, Judge's office, and Court Room (including under all desks) daily.
- Empty trash daily.
- Clean front window glass once per day.
- Wipe outside counter at front window with antibacterial cleaner once per day.
- Dust Clerk's office once per week.
- Windex Judge's desk once per day.
- Dust table in Judge's office once per day. If Judge is in office, please ask before cleaning.
- Vacuum Court Room once per day
- Dust entire Court Room with Pledge on Fridays. Additionally, on Tuesdays dust the Judge's entire bench only.
- Empty shredder once per week.
- Special Requests as needed.

Mid-County Community Room (Next to Mid-County Office Building)

- Sweep floors
- Mop floors
- Empty trash.
- Clean restrooms.
- Clean kitchen.

The space previously known as The Library is now being utilized as an Immunization Clinic/Voting Tabulation area. This area is currently, and shall continue to be cleaned by Jefferson County staff. Please do not consider it as an area to be cleaned under contract.

Vendor shall maintain contact with Bobby Kelly and with Purchasing throughout the life of this contract.

ROAD & BRIDGE PRECINCT 2
ADDITIONAL INFORMATION AND REQUIREMENTS

The following provides additional information and requirements for Janitorial Services for the Road & Bridge Precinct 2 Office. These requirements relate to issues of particular relevance to this building. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at this location shall meet with the point of contact, Bobby Kelly, within two (2) weeks of contract award to discuss these requirements.

Jefferson County will supply toilet paper, paper towels, and hand soap at this location. Vendor is responsible for supplying other supplies and equipment needed.

Vacuuming

- Vacuum front office twice per week.
- Vacuum remainder of the building once per week.

Dusting

- Dust front office twice per week.
- Dust remainder of the building once per week.

Restrooms – clean twice per week.

Floors

- Mop once per week.
- Sweep twice per week.

Trash – empty twice per week.

Kitchen – clean twice per week (no dishes).

Glass – clean as needed.

Vendor shall maintain contact with Bobby Kelly and with Purchasing throughout the life of this contract.

MID-COUNTY TAX OFFICE
ADDITIONAL INFORMATION AND REQUIREMENTS

The following provides additional information and requirements for Janitorial Services for the Mid-County Tax Office. These requirements relate to issues of particular relevance to these locations. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at this location shall meet with the point of contact, Bobby Kelly, within two (2) weeks of contract award to discuss these requirements.

Jefferson County will supply toilet paper, paper towels, and hand soap at this location. Vendor is responsible for supplying other supplies and equipment needed.

The following tasks shall be performed daily:

- Mop all non-carpeted areas.
- Vacuum all carpeted areas.
- Clean bathroom fixtures.
- Empty all trash cans.
- Clean or wipe fingerprints from front doors.

The following tasks shall be performed once or twice per week as needed:

- Dust counters/desks.
- Wipe down wooden surfaces
- Dust calculators, phones, printers, etc.

The following tasks shall be performed once monthly as needed:

- Dust blinds
- Clean window sills
- Empty shredders by copier in work room

Vendor shall maintain contact with Bobby Kelly and with Purchasing throughout the life of this contract.

MINNIE ROGERS JUVENILE JUSTICE CENTER
ADDITIONAL INFORMATION AND REQUIREMENTS

The following provides additional information and requirements for the Minnie Rogers Juvenile Justice Center. These requirements relate to issues of particular relevance to these locations. They are in addition to and do not replace the requirements listed in the specifications. The Vendor awarded janitorial services at these locations shall meet with the point of contact, Chief Cockrell, within two (2) weeks of contract award to discuss these requirements.

The Minnie Rogers Juvenile Justice Center is a secure facility. Vendor shall gain admission by ringing the entrance bell and identifying themselves.

The Vendor will be given a key by the Control Room staff for servicing the building; Vendor shall return the key at the end of each work shift.

The Vendor shall transport all trash out of the entrance doors and shall request admission to the dumpster area, which is in the secure parking lot. Once entrance is gained, the gate will close and the Vendor shall request it to be opened again in order to leave the area and gain admission back into the facility.

All Juvenile records are confidential, and the Vendor shall not disturb records in any manner. If a name of a juvenile happens to be seen accidentally, the Vendor shall not reveal that information to anyone.

During a normal week, the conference rooms may be in use for various meetings or rehabilitation programs after 5:00. The vendor shall work in the rest of the building and clean the conference rooms last on those occasions.

- Empty trash daily
- Clean front window glass once per week
- Clean restrooms and bathroom fixtures daily
- Clean kitchen, to include wiping down counters, daily
- Mop all non-carpeted areas daily
- Vacuum all carpeted areas daily, including Court Room
- Empty all trash cans daily
- Clean or wipe fingerprints from front doors at least once per week
- Dust blinds once per week
- Clean window sills once per week
- Wax lobby floor once every six (6) months

Vendor shall supply any and all supplies necessary to clean, including but not limited to vacuums, brooms, dust and dry mops, wet mops, bowl mops, buffers and carpet cleaner, interior and exterior window cleaning equipment, rags, wipes, neutral floor cleaner, cleaner and disinfectant for sinks, toilets, counter tops, etc., scented urinal screens, stain remover, hand soap for dispensers, hand sanitizer for dispensers. Vendor shall also provide all toilet tissue, paper towels and cleaning supplies on the Juvenile Probation side.

Vendor shall maintain contact with Chief Cockrell and with Purchasing throughout the life of this contract.

BEAUMONT LOCATIONS:
HISTORIC COURTHOUSE, NEW COURTHOUSE, SHERIFF'S DEPARTMENT, ANNEX I, ANNEX II, AND ANNEX IV
ADDITIONAL INFORMATION AND REQUIREMENTS

The following provides additional information and requirements for Janitorial Services for the historic courthouse, new courthouse, Sheriff's Department, Annex I, Annex II, and Annex IV (all located in Beaumont). The following requirements relate to issues of particular relevance to these locations, and are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at these locations shall meet with the point of contact, Greg Keller, within two (2) weeks of contract award to discuss these requirements.

Jefferson County shall provide paper products and trash liners for the Beaumont locations. Vendor shall be responsible for other supplies and equipment.

Vendor will perform services Monday through Friday, as follows:

Historic Courthouse, New Courthouse, Annex I, Annex II, and Annex IV	9:30 am – 2:00 pm 5:30 pm – 11:30 pm
Sheriff's Department	8:00 am – 12:00 noon
District Attorney's Offices	3:00 pm – 5:00 pm

Vendor personnel working in the Sheriff's Department shall be subject to a background check.

Vendor shall furnish cleaning carts for each of the Beaumont locations. The total number of carts shall be determined after award.

All Vendor personnel shall have their company logo visible on their shirts at all times, and have a company identification card with their name and picture. Cleaning personnel not wearing the proper attire will not be allowed in the building.

The Vendor shall have a supervisor on duty at all times. This supervisor will be the only person authorized to pick up keys each night.

Vendor shall maintain contact with Greg Keller and with Purchasing throughout the life of this contract.

Schedule and Checklists:

The Contractor shall submit, after Notice of Award, but prior to the date of performance, a schedule of the dates that daily, weekly, monthly, quarterly, semi-annually and other frequencies of work will be performed. Contractor shall, in this schedule, indicate specific areas of floors and sections of windows and other items not requiring daily service, which are to be cleaned under a progressive work program and the days/weeks/months/quarters such areas are to be cleaned. This schedule must be approved by building superintendent and submitted to Jefferson County Purchasing Agent. A copy of the daily activity report is attached at page 39.

Daily Activity Report Checklist

The successful vendor will be required to complete a "daily activity report checklist" of services performed for each location covered under this contract. A copy of this report is included in this page at page 39.

Routine Maintenance Problem Report

Using the attached form, any routine maintenance problems such as burned out lights, clogged drains, toilet problems, electrical outlet malfunctions, items broken, missing, and other items which require maintenance, repair or replacement. This report should be submitted as needed to Jefferson County. A copy of this report is included in this page on page 40.

The Contractor shall forward to Jefferson County Building Superintendent the completed checklists for each week within two (2) days after its expiration showing its adherence or non-adherence, plus corrections, by item and date. In addition, a copy of the reports and checklists shall be filed with the contact person specified in the bid or his designated representative.

Coordination

The Contractor will contact the County Purchasing Agent at least once a quarter to discuss contract performance and identify problem areas. Meetings will be scheduled at the time of award for the first year, and upon renewal for each subsequent year.

Poor Performance/Complaint Provisions:

In the event janitorial service performance is less than acceptable to Jefferson County authorities this paragraph will allow recourse for the County. A percentage of amounts due for janitorial services will be assessed when performance is unsatisfactory, e.g., when three (3) legitimate complaints of unsatisfactory services are received from a single department within a 30-day (one month) period, a 10% penalty will be assessed the contractor. The 10% penalty shall apply to the amount for services charged to the complaining department.

DAILY ACTIVITY REPORT CHECKLIST
TO BE FILLED OUT BY SUPERVISOR

Building	Floor

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Sweep or dust mop floors							
Damp mop floors							
Buff floors							
Clean elevators							
Clean brass fixtures							
Vacuum and clean rugs and carpets							
Collect trash and change bags							
Clean glass interior and exterior							
Sweep stairs/landings and mop							
Clean bathroom – clean sinks/toilets/urinals, replace tissues/towels/soap, empty trash, sweep/mop floors							
Dust all furniture							

Sample

Contractor

Supervisor	Date

ROUTINE MAINTENANCE PROBLEM REPORT

Please Print Name	Authorized Signature	Date

Department*	Report Date

Problem Location

	1. Lights burned out.
	2. Drain clogged.
	3. Toilet malfunction.
	4. Electrical outlet malfunction.
	5. Item(s) broken, missing, etc.
	6.
	7.
	8.
	9.
	10.
	11.

Sample

*Report each maintenance problem **daily**.

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.

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 Maintenance, Subcourthouse Maintenance, Jack Brooks Regional Airport 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. Implementation 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. Cost of Professional Services – 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 Offeror s immediately following execution of a written contract.

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

APPENDIX A
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 will be a factor in the County's selection process.

Service shall include all custodial services and must be performed during the days/times specified. Note that some locations require an employee to be on site for the duration of specific hours.

Item	Service Location	Unit Price Per Sq. Ft.	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
1	Jefferson County Courthouse (Historic) 1149 Pearl St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 7; Elevators: 3 Square feet: 115,490 To be serviced: 5 days/week	$	$	$	x 52	$
2	Jefferson County Courthouse (New) 1001 Pearl St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 3; Elevators: 3 Square feet: 140,937 To be serviced: 5 days/week	$	$	$	x 52	$
3	Jefferson County Sheriff's Dept. 1001 Pearl St., Beaumont **One employee must be on site Mon-Fri, 8:00 am–noon** Floors: 2; Elevators: 0 Square feet: 12,320 To be serviced: 5 days/week	$	$	$	x 52	$
4	Jefferson County Annex I 215 Franklin St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 1 Square feet: 31,784 To be serviced: 3 days/week	$	$	$	x 52	$
5	Jefferson County Annex II 1295 Pearl St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 0 Square feet: 17,197 To be serviced: 3 days/week	$	$	$	x 52	$
6	Jefferson County Annex IV 820 Neches, Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 1 Square feet: 20,000 To be serviced: 5 days/week	$	$	$	x 52	$

COST PROPOSAL (CONTINUED)

Item	Service Location	Unit Price Per Sq. Ft.	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
7	Courthouse (Historic & New) & Beaumont Annexes I, II, IV– day service **One employee (day porter) must be on site Mon-Fri, 9:30am– 2:00 pm** Floors: 7; Elevators: 8 Square feet: To be serviced: 5 days/week	$	$	$	x 52	$
8	Subcourthouse 525 Lakeshore Dr., Pt Arthur Mon-Fri, 5:30 pm–12:00 mid. Floors: 2; Elevators: 2 Square feet: 15,394 To be serviced: 5 days/week	$	$	$	x 52	$
9	Annex I – Port Building 900 Fourth St., Port Arthur Mon-Fri, 5:30 pm–12:00 mid. Floors: 2; Elevators: 1 Square feet: 5,426 To be serviced: 5 days/week	$	$	$	x 52	$
10	Annex II – Public Health Dept 800 – 4th Street, Port Arthur Mon-Fri, 4:00 pm–11:00 pm Floors: 1; Elevators: 0 Square feet: 14,300 To be serviced: 5 days/week	$	$	$	x 52	$
11	Minnie Rogers Juvenile Justice, 5326 Highway 69 S, Beaumont Mon-Fri, 5:30 pm–12:00 mid. Floors: 1; Elevators: 0 Square feet: 12,850 To be serviced: 5 days/week	$	$	$	x 52	$
12	Airport – Main Terminal 6000 Airline Dr., Beaumont **At least one employee must be on site Sun-Fri, 8:00 am–8:00 pm** Floors: 1; Elevators: 0 Square feet: 19,579 To be serviced: 6 days/week	$	$	$	x 52	$
13	Airport – Main Terminal 6000 Airline Dr., Beaumont **At least one employee must be on site Sat, 8:00 am–3:00 pm** Floors: 1; Elevators: 0 Square feet: 19,579 To be serviced: 1 day/week	$	$	$	x 52	$

COST PROPOSAL (CONTINUED)

Item	Service Location	Unit Price Per Sq. Ft.	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
14	Mid-County Office Building & Pct. 2 Service Center 7759 Viterbo Rd, Beaumont Mon-Fri, 5:30 pm–12:00 mid. Floors: 1; Elevators: 0 Square feet: 6,120 To be serviced: 5 days/week	$	$	$	x 52	$
15	Mid-County Tax Office 4605 Jerry Ware Dr., Bmt Mon-Fri, 5:30 pm–12:00 mid. Floors: 1; Elevators: 0 Square feet: 2,476 To be serviced: 5 days/week	$	$	$	x 52	$
16	Precinct 2 Service Center 7759 Viterbo Road, Beaumont Mon-Fri, 5:30 pm – 12:00 mid Floors: 1; Elevators: 0 Square feet: 1,876 To be serviced: 2 day/week	$	$	$	X52	$
17	Hamshire Building 19217 FM 365, Beaumont Mon-Fri, 5:30 pm – 12:00 mid Floors: 1; Elevators: 0 Square feet: 2,858 To be serviced: 5 days/wk	$	$	$	X52	$
18	Precinct 3 Service Center 5700 Jade Avenue, Port Arthur Mon-Thurs, 7:00 am - 5:00 pm Floors: 1; Elevators: 0 To be serviced: 1 day/bi-weekly	$	$	$	X26	$
19	Subcourthouse, Annex I, and Annex II (Port Arthur) **One employee (day porter) must be on site to service these three (3) locations, Mon-Fri, 8:00 am – 5 pm** Square feet (combined): 35,120	$	$	$	X52	$

<u>Offeror Must Complete and Return This Page With Offer</u>.

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 (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 OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

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

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

The undersigned agrees, if this proposal 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 Request for Proposal, Conditions of Request for Proposal, 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 proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other Offeror or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the Offeror 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 submit a proposal or not to submit a proposal thereon.

Offeror (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Offeror Must Complete and Return This Page With Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

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

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

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).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is 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.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

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 . . .

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

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

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

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

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

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

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

Printed Name of Authorized Representative	Signature
Title	Date

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: 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: _____ %

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

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

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: _____

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_____, 2018.

_____
Notary Public in and for
the State of _____

<u>Offeror Must Complete and Return This Page With Offer.</u>

JANITORIAL SERVICES
FOR
JEFFERSON COUNTY, TEXAS

SAMPLE CONTRACT

Sample

THE STATE OF TEXAS
COUNTY OF JEFFERSON

This Contract between Jefferson County and _____ (hereinafter called "Contractor").

W I T N E S S E T H

WHEREAS, on _____, a Legal Notice was published by Jefferson County setting forth the specifications for Janitorial Services for Jefferson County.

WHEREAS, on _____, bids were opened and the lowest responsible bidder was determined to be _____,

1. The term of the renewed Contract shall be from _____, inclusive.

2. The Contract includes the following documents, copies being attached and are incorporated herein, to with:

   a. Legal Notice, _____;

   b. Bid Form of _____;

   c. Specifications for Janitorial Services for Jefferson County; and

   d. Additional Instructions for individual departments/buildings.

3. During the term of this Contract, Contractor shall furnish to the County the Janitorial Service for all buildings set forth in the aforementioned specifications for base bid, including all labor, tools, cleaning and floor finishing products, superintendence and equipment in connection therewith.

4. Renewal of this contract shall be for the original bid price: however, if the option to renew is exercised, Jefferson County will permit a price adjustment upward or downward after the end of the first contractual period and each renewal period when correlated with the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, (all items) published by the Bureau of Labor Statistics (BLS), Beaumont-Port Arthur, Texas, www.bls.gov., up to 3%,whichever is lower.

5. Throughout the term of the contract, if the Vendor fails to perform required services as described herein, or does not complete all services as required on a daily, weekly, monthly quarterly, bi-annually, or yearly basis this shall be just cause for the assessment of damages as described below and such damages shall be considered, as liquidated damages. If the Vendor fails to perform the services within the time specified in the contract whether a daily, weekly, monthly, quarterly, biannually, or yearly task, the Vendor shall be deemed as non-compliant and liquidated damages will be assessed.

The Maintenance Representative or his designee will perform inspections of each area to ascertain compliance to the specifications. If any deficiencies are found, an inspection report will be communicated to the Vendor noting the required corrections. If deficiencies are found, once reported to the vendor, it shall be the responsibility of the vendor to respond and correct the deficiencies immediately or no later than twenty-four (24) hours. All notifications will be made by written e-mail.

Liquidated damages are set at 10% of the amount for services charged to the complaining department per occurrence. Written documentation will be provided and the damage will be deducted from the monthly invoice.

5. County agrees to pay Contractor the total sum of $_____, _____, for all services hereunder payable, such payments to be made monthly upon presentation of an invoice at the end of each month hereof.

6. It is agreed that Contractor is acting in the capacity of an independent contractor hereunder. Contractor does hereby promise and agree to indemnify and hold harmless the County from and against all damages, liability, injury, claims or causes of action arising out of the performance of the Contract.

7. If Contractor shall fail to perform in accordance with this Contract, or otherwise breach this Contract, the County shall have the option to immediately terminate the Contract in addition to any other legal remedy. Provided, that the County shall give written notice to Contractor in the event of exercising such right of termination with thirty (30) days written notice, by Certified United States Mail, addressed to _____. Contractor will furnish proof of insurance.

IN WITNESS WHEREOF has caused this Contract to be executed this the ___ day of _____, 2018.

_____

Contractor

IN WITNESS WHEREOF Jefferson County has caused this Contract to be executed this the ___ day of _____, 2018.

JEFFERSON COUNTY

_____

Jeff R. Branick, County Judge

ATTEST:

_____

Carolyn L. Guidry, County Clerk

Sample

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: August 1, 2018

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY
August 6, 2018

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CRIME LAB	AND ELECTRONIC BALANCE		16846
CRIME LAB	METTLER PM 2000 BALANCE/SCALE		16813
CRIME LAB	FLOOR BALANCE		5599
CRIME LAB	DUKANE INTERCOM		16766
CRIME LAB	AGILENT 7683 B SERIES INJECTOR		
CRIME LAB	HP DESKJET 6940 PRINTER	MY14QCK05Y	
CRIME LAB	HP DESKJET 6940 PRINTER	MY04CCK1RY	
CRIME LAB	FELLOWES PAPER SHREDDER		
CRIME LAB	AND ELECTRONIC BALANCE	5025398	16853
CRIME LAB	AND ELECTRONIC BALANCE	5015087	16854
CRIME LAB	A&D TOPLOADER BALANCE MODEL GF300	14646995	29675
CRIME LAB	A&D TOPLOADER BALANCE MODEL GF300	14646992	29673
CRIME LAB	A&D TOPLOADER BALANCE MODEL GF300	14646996	29672
CRIME LAB	A&D TOPLOADER BALANCE MODEL GF300	14646991	29674
CRIME LAB	AND ELECTRONIC BALANCE MODEL ER60A	3403888	16552
CRIME LAB	BALANCE AND TOPLOADER FX300	5015083	5023
CRIME LAB	BROTHER INTELLIFAX 4100E	U61639B0J135618	
contact person: Emily Esquivel			
DISPUTE RESOLUTION	HP DESKJET F4480 PRINTER	CN056C83GN	
contact person: Kara Hawthorn			
DISSRICT CLERK	VIDEO MONITOR AND CAMERA	AAW04391	
contact person: Sylvia Moore			
J.P. PCT. 6	BURGUNDY EXECUTIVE JUDGE CHAIR		
J.P. PCT. 6	BLACK EXECUTIVE CHAIR		
J.P. PCT. 6	BURGUNDY EXECUTIVE CHAIR		
J.P. PCT. 6	CLOTH CHAIR W/O ARMS		

Approved by Commissioners' Court: _____

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY
August 6, 2018

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
J.P. PCT. 6	CLOTH CHAIR W/ARM		
contact person: Deidra Brooks			
TAX OFFICE - MID COUNTY	2-SHARP CALCULATORS EL1197P		
TAX OFFICE - MID COUNTY	CANON CALCULATOR CP1213D		
TAX OFFICE - MID COUNTY	BOX OF COMPUTER CABLES/TOGGLE SWITCH		
TAX OFFICE - MID COUNTY	BLACK TONER CARTRIDGE KIT	52109001	
TAX OFFICE - MID COUNTY	2-HP KEYBOARDS	KB-0316	
TAX OFFICE - MID COUNTY	HP KEYBOARD	KBAR211	
TAX OFFICE - MID COUNTY	HP LASERJET P3015 PRINTER		
TAX OFFICE - MID COUNTY	BROTHER INTELLLIFAX 2820	U61325D8N519393	
TAX OFFICE - MID COUNTY	IBM TYPEWRITER	11-BA177	
TAX OFFICE - MID COUNTY	3-CASH BOX TOP		
TAX OFFICE - MID COUNTY	SMALL CHANGE BOX		
TAX OFFICE - MID COUNTY	WALL FORM FILE		
TAX OFFICE - MID COUNTY	2-BLACK LUMBAR CHAIRS		
TAX OFFICE - MID COUNTY	BROTHER EM-530	G78844684	
TAX OFFICE - MID COUNTY	SHARP CALCULATOR EL-2192R2		
TAX OFFICE - MID COUNTY	BLACK CHAIR		
contact person: Cynthia McKenzie			

Approved by Commissioners' Court: _____

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

August 6, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-036/YS, Term Contract for Indigent Burial Plots 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 or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Indigent Burial Plots for Jefferson County**
BID NO:	**IFB 18-036/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, September 11, 2018**
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, 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 – August 8, 2018 & August 15, 2018

IFB 18-036/YS
Term Contract for Indigent Burial Plots for Jefferson County
Bids due: 11:00 AM CDT, Tuesday, September 11, 2018

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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.
- Two (2) numbered bid *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 of 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.

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

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 – 2018:

January 1	Monday	New Year's
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran's Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	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 a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

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 (<u>in writing on the included Bid Form</u>), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

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 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal 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 to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 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 October 7, 2018 and, upon agreement between vendor(s) and Jefferson County, will be valid for a term of five (5) 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.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic

and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

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

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

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

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

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

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 *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

Bidders 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)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295).

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

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

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

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

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

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, ysauer@co.jefferson.tx.us regarding any questions or comments. Please reference bid number IFB 18-036/YS.

Scope

Jefferson County seeks to purchase approximately 50 Burial Plots with an option to purchase an additional 400 plots (at the rate of 100 plots per year) for the purpose of burial of the indigent. Contractor shall also provide Opening and Closing of Grave, Grave Liner, Tent and Chairs, and Marker. Jefferson County will purchase services on an as needed basis. The effective date of contract will be October 7, 2018.

Jefferson County expects to conduct approximately 55 burials of infants, children and adults per year. The successful contractor will provide simple, yet dignified, burials on a unit price basis, Burials shall include opening and closing of the grave, grave liner, tent and chairs and marker.

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

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

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

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

In the event Jefferson County requests a burial, a Jefferson County representative may be present. Jefferson County may inspect the procedures of the contractor from the time the contractor claims the body until the grave is covered. The contractor should provide access for media and/or public scrutiny at any time, and promptly notify Jefferson County as soon as the possibility of such media or public inquiry is made known to the contractor.

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

Burials may include, but are not limited to opening and closing of the burial plot, grave liner, tent & chairs, and a marker. Pricing for burials will be indicated as Items 1 through 4 on the Pricing Delivery Information Sheet.

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

Bidder Information Form

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

Bid Name & Number: Term Contract for Indigent Burial Plots for Jefferson County, IFB 18-036/YS

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code):_____

Fax Number (with area code):_____

Email Address: _____

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

_____
Address

_____
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

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

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

_____
Name

_____
Phone Fax

_____
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Indigent Burial Plots for Jefferson County for a period of five (5) years beginning on October 7, 2018.

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 18-036/YS, Term Contract for Indigent Burial Plots for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

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

Item	Description	UOM	Unit Price
1	Burial Plot (Initial Purchase of 50 Plots)	ea	$
2	Opening and Closing of Plot to include Tent & Chairs	ea	$
3	Grave Liner	ea	$
4	Marker for Grave	ea	$

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

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.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

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).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is 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.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

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: _____ %

Description of Subcontract Work to be Performed: _____

_____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

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

Taxpayer Identification Number (T.I.N.):	
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_____ 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_____, 2018.

_____
Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

125

SETEX
CONSTRUCTION CORP.
"Strength in Construction"
LA License # 54937

Mailing Address:
P.O. Box 20678
Beaumont, Texas 77720-0678

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

General Contracting

Construction Management

Design-Build

Job Order Contracting

Facilities Maintenance

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

August 2, 2018

Deb Clark
Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

Project: ***"Adult Probation Elevator Pit"***

Subject: ***"Proposal"***

Dear Ms Clark:

We are pleased to submit our proposal utilizing our 15/041JN-11-2015 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .93.

Proposal Recap:

- Fence area to secute site
- Provide dumpster for spoils
- Install protective sheething as necessary
- Install dust partitions
- Provide negative air
- Provide protection for hydralic sleeve
- Dewater elevator pit
- Cut off elevator guide rails for access
- Muck out existing wet dirt
- Install new fill to stabilize pit
- Demo existing slab
- Form up and pour slab with keyway
- Fill voids under existing building foundation in elevator pit
- Form and pour new slab walls
- Install Mel-Rol waterproofing
- Install new sump pump, tank and oil separator
- Install alarms for sump pump
- Core drill slab for access to sanitary waste
- Tie in waste to existing sanitary sewer in adjacent restroom
- Reinforce new slab walls to existing with staples
- Connect electrical for pumps and alarms
- Reinstall elevator guide rails
- Remove any temporary controls
- Clean up site daily

Exclusions:

Unforeseen items beyond scope, permits, sales tax. Anything not specifically listed herein.

SETEX
CONSTRUCTION CORP.
"Strength in Construction"
LA License # 54937

Mailing Address:
P.O. Box 20678
Beaumont, Texas 77720-0678

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

General Contracting

Construction Management

Design-Build

Job Order Contracting

Facilities Maintenance

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

We estimate approximately thirty (30) working days upon material delivery

Cost	$	99,699.19
Bond Cost	$	2,492.47
Total Proposed Cost	**$**	**102,191.66**

This pricing is based on normal hours Monday thru Friday 7:00am to 4:00pm and after hours as necessary to limit noise and disruption. Please contact us at 409-842-8181 at your convenience to go over this estimate.

We trust the proposal meets with your approval and please advise us accordingly.

Respectfully submitted,
SETEX CONSTRUCTION CORP.

Michael Waidley
Project Manager

18-0135

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge

Date: AUGUST 6, 2018

Preliminary Estimate, by estimates

Michael Waidley
SETEX Construction
15/041JN-11 - 2015 Choice Partners JOC Texas SETEX - Basic Contract Year - 8/18/2015 to 8/17/2016
Jefferson County Adult Probation Elevator Pit Replacement - 18-0135

Estimator: Michael Waidley

Summary of tagged estimates...

Division Summary (MF04)

01 - General Requirements	$50,112.83	26 - Electrical	$822.86
02 - Existing Conditions	$1,710.00	27 - Communications	
03 - Concrete	$13,862.71	28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	$25,921.97
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	$46.75
07 - Thermal and Moisture Protection	$1,250.00	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	$872.40
14 - Conveying Equipment		Trades	$16,753.20
21 - Fire Suppression		Assemblies	
22 - Plumbing	$20,667.01	FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	$536.00	**MF04 Total (Without totalling components)**	**$132,555.73**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$132,555.73	Nonpriced Line Items	
RSMeans BEAUMONT, TX CCI 2018, 84.00%	$(21,208.92)	2015 Choice Partners JOC SETEX Texas Other (-7.0000%)	$(7,486.60)
2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	$(483.52)	Consideration (-10.0000%)	$(3,677.50)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$42,092.44
Labor:	$72,846.28
Equipment:	$2,312.53
Other:	$15,304.48
Laborhours:	557.17
Green Line Items:8	$1,026.24

Priced/Non-Priced

Total Priced Items:	140	$132,555.73	
Total Non-Priced Items:	0	$0.00	0.00%
	140	$132,555.73	

Grand Total **$99,699.19**

Estimator: Michael Waidley

Concrete Slab

Division Summary (MF04)

01 - General Requirements		26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete	$6,780.96	28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	$3,241.97
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection	$625.00	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	$127.86
14 - Conveying Equipment		Trades	$6,748.00
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$17,523.79**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$17,523.79	Nonpriced Line Items	
RSMeans BEAUMONT, TX CCI 2018, 84.00%	$(2,803.81)	2015 Choice Partners JOC SETEX Texas Other (-7.0000%)	$(1,030.40)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$2,786.54
Labor:	$13,499.19
Equipment:	$213.57
Other:	$1,024.49
Laborhours:	181.39
Green Line Items:4	$579.07

Priced/Non-Priced

Total Priced Items:	25	$17,523.79	
Total Non-Priced Items:	0	$0.00	0.00%
	25	$17,523.79	

Estimate Grand Total **$13,689.58**

Estimator: Michael Waidley — **Concrete Slab**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
03 - Concrete								
1	03-05-05-10-1910	Selective concrete demolition, minimum labor/equipment charge Demo of existing concrete base	Job	1.0000	$1,425.00	$1,425.00	RSM18FAC L, E, O&P	P
2	03-11-13-45-2000	C.I.P. concrete forms, footing, keyway, tapered plastic, includes erecting, bracing, stripping and cleaning Keyway Form 30.44 = 30.44	L.F.	30.4400	$2.71	$82.49	RSM18FAC M, L, O&P	P
3	03-11-13-45-2000-2250	C.I.P. concrete forms, footing, for keyway hung from supports, add (Modified using 03-11-13-45-2250) Keyway supports 30.44 = 30.44	L.F.	30.4400	$5.40	$164.38	RSM18FAC M, L, O&P	P
4	03-11-13-65-3050	C.I.P. concrete forms, slab on grade, edge, wood, 7" to 12" high, 4 use, includes erecting, bracing, stripping and cleaning Edge forms 9.33*4*.66 = 24.63	SFCA	24.6312	$6.50	$160.10	RSM18FAC M, L, O&P	P
5	03-21-05-10-1216	High chairs, for reinforcing steel, individual (HC), plastic tipped legs, 5" high, includes material only High chairs 15/100 = 0.15	C	0.1500	$109.00	$16.35	RSM18FAC Grn, M, O&P	P
6	03-21-11-60-0102	Reinforcing steel, in place, beams and girders, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories Reingorcing steel bar	Lb.	8.0000	$1.40	$11.20	RSM18FAC Grn, M, L, O&P	P
7	03-21-11-60-0102-2000	Reinforcing steel, unload and sort, add to base (Modified using 03-21-11-60-2000) Reinforcing steel unload by hand, sort	Ton	0.0040	$55.00	$0.22	RSM18FAC L, E, O&P	P
8	03-21-11-60-0602	Reinforcing steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories Reinforcing for Slab on Grade 1.043*200 = 208.60	Lb.	208.6000	$1.20	$250.32	RSM18FAC Grn, M, L, O&P	P
9	03-21-11-60-0602-1000	Reinforcing steel, in place, under 10 ton job, #3 to #7, add (Modified using 03-21-11-60-1000) Reinforcing for Slab on Grade 1.043*200 = 208.60	Lb.	208.6000	$0.16	$33.38	RSM18FAC M, L, O&P	P
10	03-21-11-60-2520	Reinforcing steel, in place, dowels, smooth, 12" long, 5/8" diameter, A615, grade 60 Reinforcing steel dowels	Ea.	24.0000	$12.55	$301.20	RSM18FAC Grn, M, L, O&P	P
11	03-31-13-25-0340	Concrete, hand mix, for small quantities or remote areas, 4000 psi, using wheelbarrow, includes bagged pre-mixed dry ingredients (80-Lb bag = 0.6 C.F.) and water, excludes, forms, reinforcing, placing & finishing Concrete 3.2240*27*1.15 = 100.11	C.F.	100.1052	$18.35	$1,836.93	RSM18FAC M, L, O&P	P

Estimator: Michael Waidley — **Concrete Slab**

03 - Concrete

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
12	03-31-13-35-0150	Structural concrete, ready mix, heavyweight, 3000 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments 9.33*9.33/27 = 3.22	C.Y.	0.0000	$133.00		RSM18FAC M, O&P	P
13	03-31-13-35-0150-1510	Structural concrete, ready mix, for truck holding/waiting time past 1st free hour per load, add (Modified using 03-31-13-35-1510)	Hr.	0.0000	$116.00		RSM18FAC M, O&P	P
14	03-31-13-35-0150-1520	Structural concrete, ready mix, for short load (less than 4 C.Y.), add per load (Modified using 03-31-13-35-1520)	Ea.	0.0000	$94.50		RSM18FAC M, O&P	P
15	03-31-13-70-4600	Structural concrete, placing, slab on grade, direct chute, over 6" thick, includes leveling (strike off) & consolidation, excludes material 9.33*9.33/27 = 3.22	C.Y.	0.0000	$19.85		RSM18FAC L, E, O&P	P
16	03-31-13-70-4600-5610	Structural concrete, placing, by walking cart, 50' haul, excludes material, add to placing costs above (Modified using 03-31-13-70-5610) 9.33*9.33/27 = 3.22	C.Y.	0.0000	$20.50		RSM18FAC L, E, O&P	P
17	03-35-13-30-9100	Concrete finishing, minimum labor/equipment charge, excl placing, striking off & consolidating	Job	1.0000	$860.00	$860.00	RSM18FAC L, O&P	P
18	03-54-16-50-2520	Cement underlayment, portland cement based, self-leveling, pumped, 4100 psi, 1/2" thick Grout to seal out water 92.87*1.15 = 106.80	S.F.	106.8005	$3.95	$421.86	RSM18FAC M, L, E, O&P	P
19	03-54-16-50-2550	Cement underlayment, portland cement based, self-leveling, pumped, 4100 psi, 1-1/2" thick Grout as called out 92.8700*1.15 = 106.80	S.F.	106.8005	$11.40	$1,217.53	RSM18FAC M, L, E, O&P	P
		03 - Concrete Total						**$6,780.96**

07 - Thermal and Moisture Protection

20	07-13-53-10-9000	Elastomeric sheet waterproofing, minim labor/equipment Minimum charge for waterproofing	Job	1.0000	$625.00	$625.00	RSM18FAC L, O&P	P
		07 - Thermal and Moisture Protection Total						**$625.00**

31 - Earthwork

21	31-23-16-16-0900	Structural excavation for minor structures, bank measure, heavy soil or clay, 12' to 18' deep, hand pits Remove for slab 92.87*2/27*1.15 = 7.91	B.C.Y.	7.9111	$259.00	$2,048.97	RSM18FAC L, O&P	P
22	31-23-16-16-0900-1500	Structural excavation for minor structures, bank measure, for wet or muck hand excavation, add to above (Modified using 31-23-16-16-1500)	B.C.Y.	7.9111	$129.50	$1,024.49	RSM18FAC O&P	P

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Estimator: Michael Waidley — **Concrete Slab**

31 - Earthwork

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
		Muck out elevator pit 92.87*2/27*1.15 = 7.91						
23	31-32-13-16-1060	Cement soil stabilization, 4% mix, by volume, 12" deep, includes scarifying and compaction Soil stabilization 9.33*9.33/9*1.15 = 11.12	S.Y.	11.1229	$15.15	$168.51	RSM18FAC M, L, E, O&P	P
		31 - Earthwork Total						**$3,241.97**

Alternate

24	07-13-53-10-3300	Elastomeric sheet waterproofing, bitumen modified polyurethane, 55 mils thick, fluid applied Waterproofing Labor Removed. Minimum Rates Apply 25.5*4*1.15 = 117.30	S.F.	117.3000	$1.09	$127.86	CUSTOM M, O&P	P
		Alternate Total						**$127.86**

Trades

25	SKWK	Skilled Workers Average (35 trades) - 2018 RSMeans Facilities O&P Rate Labor used to transport buckets of dirt and concrete out and into the building	Hour	80.0000	$84.35	$6,748.00	Trades L, O&P	P
		Trades Total						**$6,748.00**

Estimate Grand Total **13,689.58**

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Estimator: Michael Waidley

Concrete and Waterproofing Foundation Wall

Division Summary (MF04)

01 - General Requirements	$233.21	26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete	$5,854.85	28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	$22,680.00
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection	$625.00	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	$111.18
14 - Conveying Equipment		Trades	$5,061.00
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$34,565.24**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$34,565.24	Nonpriced Line Items	
RSMeans BEAUMONT, TX CCI 2018, 84.00%	$(5,530.44)	2015 Choice Partners JOC SETEX Texas Other (-7.0000%)	$(2,032.44)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$17,313.80
Labor:	$15,610.08
Equipment:	$1,641.37
Other:	$(0.01)
Laborhours:	209.15
Green Line Items:4	$447.17

Priced/Non-Priced

Total Priced Items:	29	$34,565.24	
Total Non-Priced Items:	0	$0.00	0.00%
	29	$34,565.24	

Estimate Grand Total $27,002.36

Estimator: Michael Waidley — **Concrete and Waterproofing Foundation Wall**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-54-33-40-6050-1	Hourly operating cost for equipment rental, saw, portable cut-off, 8 HP	Ea.	24.0000	$2.04	$48.96	RSM18FAC E, O&P	P
2	01-54-33-40-6050-2	Rent per day for equipment rental, saw, portable cut-off, 8 HP	Ea.	5.0000	$36.85	$184.25	RSM18FAC E, O&P	P
		01 - General Requirements Total						**$233.21**
03 - Concrete								
3	03-01-30-71-1015	Concrete crack repair, structural repair by epoxy injection (ACI RAP-1), suitable for horizontal, vertical and overhead repairs, rout crack with v-notch crack chaser if needed 6+6+8+8 = 28.00	L.F.	28.0000	$2.08	$58.24	RSM18FAC M, L, E, O&P	P
4	03-01-30-71-1020	Concrete crack repair, structural repair by epoxy injection (ACI RAP-1), suitable for horizontal, vertical and overhead repairs, blow out crack with oil-free dry compressed air (1 pass)	L.F.	28.0000	$0.21	$5.88	RSM18FAC L, E, O&P	P
5	03-01-30-71-1030	Concrete crack repair, structural repair by epoxy injection (ACI RAP-1), suitable for horizontal, vertical and overhead repairs, install surface-mounted entry ports (spacing = concrete depth) 28*3 = 84.00	Ea.	84.0000	$3.28	$275.52	RSM18FAC M, L, O&P	P
6	03-01-30-71-1040	Concrete crack repair, structural repair by epoxy injection (ACI RAP-1), suitable for horizontal, vertical and overhead repairs, cap crack at surface with epoxy gel (per side/face)	L.F.	28.0000	$1.90	$53.20	RSM18FAC M, L, O&P	P
7	03-01-30-71-1050	Concrete crack repair, structural repair by epoxy injection (ACI RAP-1), suitable for horizontal, vertical and overhead repairs, snap off ports, grind off epoxy cap residue after injection	L.F.	28.0000	$3.01	$84.28	RSM18FAC L, O&P	P
8	03-01-30-71-1710	Concrete crack repair, structural repair by epoxy injection (ACI RAP-1), suitable for horizontal, vertical and overhead repairs, up to 1/4" (0.25") wide x 4" deep, pneumatic injection with 2-part bulk epoxy, excludes prep	L.F.	28.0000	$4.43	$124.04	RSM18FAC M, L, E, O&P	P
9	03-15-13-50-3000	Waterstop, rubber, center bulb, 1/4" thick x 6" wide	L.F.	40.0000	$12.15	$486.00	RSM18FAC M, L, O&P	P
10	03-15-16-20-0186	Control joint, sawcut joint reservoir in cured concrete, 3/4" wide x 1-1/2" deep, with double saw blades 2*40 = 80.00	L.F.	80.0000	$1.87	$149.60	RSM18FAC M, L, E, O&P	P
11	03-21-11-60-0102	Reinforcing steel, in place, beams and girders, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	Lb.	8.0000	$1.40	$11.20	RSM18FAC Grn, M, L, O&P	P
12	**03-21-11-60-0102**	**Reinforcing steel, in place, beams and girders, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories** Stirrups .376*40*4*1.15 = 69.18	**Lb.**	**69.1840**	**$1.40**	**$96.86**	**RSM18FAC Grn, M, L, O&P**	**P**

Estimator: Michael Waidley — **Concrete and Waterproofing Foundation Wall**

03 - Concrete

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
13	03-21-11-60-0702	**Reinforcing steel, in place, walls, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories** 1.043*160*1.15 = 191.91	Lb.	191.9120	$1.00	$191.91	RSM18FAC Grn, M, L, O&P	P
14	03-21-11-60-2410	**Reinforcing steel, in place, dowels, deformed, 2' long, #4, A615, grade 60** 40 = 40.00	Ea.	40.0000	$3.68	$147.20	RSM18FAC Grn, M, L, O&P	P
15	03-31-13-35-0150	**Structural concrete, ready mix, heavyweight, 3000 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments** 2*(9.33+9.33+9.33+9.33)/54*1.15 = 1.59	C.Y.	1.5896	$133.00	$211.42	RSM18FAC M, O&P	P
16	03-31-13-35-0150-1510	**Structural concrete, ready mix, for truck holding/waiting time past 1st free hour per load, add (Modified using 03-31-13-35-1510)**	Hr.	1.0000	$116.00	$116.00	RSM18FAC M, O&P	P
17	03-31-13-35-0150-1520	**Structural concrete, ready mix, for short load (less than 4 C.Y.), add per load (Modified using 03-31-13-35-1520)**	Ea.	1.0000	$94.50	$94.50	RSM18FAC M, O&P	P
18	03-31-13-70-4900	**Structural concrete, placing, walls, direct chute, 8" thick, includes leveling (strike off) & consolidation, excludes material** 1.3822*1.15 = 1.59	C.Y.	1.5895	$36.00	$57.22	RSM18FAC L, E, O&P	P
19	03-31-13-70-4900-5610	**Structural concrete, placing, by walking cart, 50' haul, excludes material, add to placing costs above (Modified using 03-31-13-70-5610)** 1.3822*1.15 = 1.59	C.Y.	1.5895	$20.50	$32.58	RSM18FAC L, E, O&P	P
20	03-35-29-60-9000	Concrete finishing, walls, minimum labor/equipment charge	Job	1.0000	$860.00	$860.00	RSM18FAC L, O&P	P
21	03-81-13-75-3040	Concrete sawing, blades for saw, diamond, 18" diameter, included in cutting line items	Ea.	2.0000	$460.00	$920.00	RSM18FAC M, O&P	P
22	03-81-16-50-0800	Concrete sawing, concrete walls, plain, per inch of depth, hydraulic saw 28*6 = 168.00	L.F.	168.0000	$7.90	$1,327.20	RSM18FAC M, L, E, O&P	P
23	03-82-16-10-0400	Concrete impact drilling, for anchors, up to 4" D, 5/8" dia, in concrete or brick walls and floors, includes bit cost, layout and set up time, excl anchor	Ea.	40.0000	$13.80	$552.00	RSM18FAC M, L, O&P	P
		03 - Concrete Total				**$5,854.85**		
07 - Thermal and Moisture Protection								
24	07-13-53-10-9000	Elastomeric sheet waterproofing, minim labor/equipment	Job	1.0000	$625.00	$625.00	RSM18FAC L, O&P	P
		07 - Thermal and Moisture Protection Total				**$625.00**		
31 - Earthwork								
25	31-43-13-13-0300	**Concrete pressure grouting, cement and sand, 1:1 mix, per C.F., maximum**	C.F.	240.0000	$94.50	$22,680.00	RSM18FAC M, L, E, O&P	P

Estimator: Michael Waidley — **Concrete and Waterproofing Foundation Wall**

31 - Earthwork

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
		40*2*3 = 240.00						
26	31-43-13-13-0500	Concrete pressure grouting, epoxy cement grout, maximum	C.F.	0.0000	$885.00		RSM18FAC M, L, E, O&P	P
		31 - Earthwork Total						**$22,680.00**
Alternate								
27	07-13-53-10-3300	Elastomeric sheet waterproofing, bitumen modified polyurethane, 55 mils thick, fluid applied	S.F.	102.0000	$1.09	$111.18	CUSTOM M, O&P	P
		Labor Removed. Minimum Rates Apply 25.5*4 = 102.00						
		Alternate Total						**$111.18**
Trades								
28	SKWK	Skilled Workers Average (35 trades) - 2018 RSMeans Facilities O&P Rate	Hour	20.0000	$84.35	$1,687.00	Trades L, O&P	P
		Labor to operate concrete saw						
29	SKWK	Skilled Workers Average (35 trades) - 2018 RSMeans Facilities O&P Rate	Hour	40.0000	$84.35	$3,374.00	Trades L, O&P	P
		Labor used to transport buckets of dirt and concrete out and into the building						
		Trades Total						**$5,061.00**
		Estimate Grand Total						**27,002.36**

Estimator: Michael Waidley

Dewatering

Division Summary (MF04)

01 - General Requirements	$174.90	26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	
14 - Conveying Equipment		Trades	$647.00
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$821.90**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$821.90	Nonpriced Line Items	
RSMeans BEAUMONT, TX CCI 2018, 84.00%	$(131.50)	2015 Choice Partners JOC SETEX Texas Other (-7.0000%)	$(48.33)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$0.00
Labor:	$647.00
Equipment:	$174.90
Other:	$0.00
Laborhours:	10.00
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	2	$821.90	
Total Non-Priced Items:	0	$0.00	0.00%
	2	$821.90	

Estimate Grand Total **$642.07**

Estimator: Michael Waidley — **Dewatering**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-54-33-40-4500-4	Rent per month for rent pump submersible electric 1-1/4" diam., 55 GPM Dewatering	Ea.	1.0000	$174.90	$174.90	RSM18FACE, O&P	P
		01 - General Requirements Total						**$174.90**
Trades								
2	CLAB	Common Building Laborers - 2018 RSMeans Facilities O&P Rate Dewatering Labor for operating submersible pump	Hour	10.0000	$64.70	$647.00	Trades L, O&P	P
		Trades Total						**$647.00**
		Estimate Grand Total						**642.07**

Estimator: Michael Waidley

Electrical

Division Summary (MF04)

01 - General Requirements	
02 - Existing Conditions	
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	
26 - Electrical	$822.86
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	
Trades	$2,876.80
Assemblies	
FMR	
MF04 Total (Without totalling components)	**$3,699.66**

Totalling Components

Priced Line Items	$3,699.66
RSMeans BEAUMONT, TX CCI 2018, 84.00%	$(591.95)
Nonpriced Line Items	
2015 Choice Partners JOC SETEX Texas Other (-7.0000%)	$(217.54)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$153.34
Labor:	$3,546.32
Equipment:	$0.00
Other:	$0.00
Laborhours:	37.62
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	26	$3,699.66	
Total Non-Priced Items:	0	$0.00	0.00%
	26	$3,699.66	

Estimate Grand Total **$2,890.17**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
26 - Electrical								
1	26-05-19-25-0300	Cable connectors, nonmetallic, 600 volt, #12-3 wire to #10-2 wire	Ea.	3.0000	$8.00	$24.00	RSM18FAC M, L, O&P	P
2	26-05-19-25-0300-5010	Labor adjustment factor (electrical), add to labor, cramped shaft (Modified using 26-01-02-20-5010)	Ea.	3.0000	$1.43	$4.29	RSM18FAC L, O&P	P
3	26-05-19-90-1200	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	0.6000	$77.00	$46.20	RSM18FAC M, L, O&P	P
4	26-05-19-90-1200-5010	Labor adjustment factor (electrical), add to labor, cramped shaft (Modified using 26-01-02-20-5010)	C.L.F.	0.6000	$14.88	$8.93	RSM18FAC L, O&P	P
5	26-05-29-20-0800	Strap, steel, 2 holes, EMT, 3/4" diameter	Ea.	2.0000	$1.80	$3.60	RSM18FAC M, L, O&P	P
6	26-05-29-20-0800-5010	Labor adjustment factor (electrical), add to labor, cramped shaft (Modified using 26-01-02-20-5010)	Ea.	2.0000	$0.37	$0.74	RSM18FAC L, O&P	P
7	26-05-29-20-3200	Nuts, galvanized steel, 3/4" diameter	C	0.0200	$142.00	$2.84	RSM18FAC M, O&P	P
8	26-05-29-20-3200-5010	Labor adjustment factor (electrical), add to labor, cramped shaft (Modified using 26-01-02-20-5010)	C	0.0200			RSM18FAC O&P	P
9	26-05-33-13-5020	Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	L.F.	20.0000	$6.80	$136.00	RSM18FAC M, L, O&P	P
10	26-05-33-13-5020-5010	Labor adjustment factor (electrical), add to labor, cramped shaft (Modified using 26-01-02-20-5010)	L.F.	20.0000	$1.25	$25.00	RSM18FAC L, O&P	P
11	26-05-33-13-5220	Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 3/4" diameter	Ea.	1.0000	$9.00	$9.00	RSM18FAC L, O&P	P
12	26-05-33-13-5220-5010	Labor adjustment factor (electrical), add to labor, cramped shaft (Modified using 26-01-02-20-5010)	Ea.	1.0000	$2.03	$2.03	RSM18FAC L, O&P	P
13	26-05-33-13-5340	EMT offsets, 3/4" diameter, to 15' H	Ea.	1.0000	$11.60	$11.60	RSM18FAC L, O&P	P
14	26-05-33-13-5340-5010	Labor adjustment factor (electrical), add to labor, cramped shaft (Modified using 26-01-02-20-5010)	Ea.	1.0000	$2.63	$2.63	RSM18FAC L, O&P	P
15	26-05-33-13-6500	EMT boxes connectors, set screw, steel, 1/2" diameter, to 15' H	Ea.	2.0000	$6.40	$12.80	RSM18FAC M, L, O&P	P
16	26-05-33-13-6500-5010	Labor adjustment factor (electrical), add to labor, cramped shaft (Modified using 26-01-02-20-5010)	Ea.	2.0000	$1.36	$2.72	RSM18FAC L, O&P	P
17	26-05-33-16-0150	Outlet boxes, pressed steel, 4" square	Ea.	1.0000	$42.00	$42.00	RSM18FAC M, L, O&P	P
18	26-05-33-16-0150-5010	Labor adjustment factor (electrical), add to labor, cramped shaft (Modified using 26-01-02-20-5010)	Ea.	1.0000	$8.23	$8.23	RSM18FAC L, O&P	P
19	26-05-33-16-0300	Outlet boxes, pressed steel, plaster rings, 4" square, concealed	Ea.	1.0000	$12.95	$12.95	RSM18FAC M, L, O&P	P

Estimator: Michael Waidley

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
20	26-05-33-16-0300-5010	Labor adjustment factor (electrical), add to labor, cramped shaft (Modified using 26-01-02-20-5010)	Ea.	1.0000	$2.56	$2.56	RSM18FAC L, O&P	P
21	26-27-26-20-2482	Duplex receptacle, ground fault interrupting, 20 amp	Ea.	1.0000	$70.50	$70.50	RSM18FAC M, L, O&P	P
22	26-27-26-20-2482-5010	Labor adjustment factor (electrical), add to labor, cramped shaft (Modified using 26-01-02-20-5010)	Ea.	1.0000	$6.04	$6.04	RSM18FAC L, O&P	P
23	26-28-16-20-0100	Safety switches, general duty, 3 pole, fusible, 240 volt, 30 amp, NEMA 1 Closest Means Line Item	Ea.	1.0000	$286.00	$286.00	RSM18FAC M, L, O&P	P
24	26-28-16-20-0100-5010	Labor adjustment factor (electrical), add to labor, cramped shaft (Modified using 26-01-02-20-5010) Closest Means Line Item	Ea.	1.0000	$51.10	$51.10	RSM18FAC L, O&P	P
25	26-28-16-20-0100-5010	Labor adjustment factor (electrical), add to labor, cramped shaft (Modified using 26-01-02-20-5010) Closest Means Line Item	Ea.	1.0000	$51.10	$51.10	RSM18FAC L, O&P	P
		26 - Electrical Total						**$822.86**

Trades

26	ELEC	Electricians - 2018 RSMeans Facilities O&P Rate	Hour	32.0000	$89.90	$2,876.80	Trades L, O&P	P
		Trades Total						**$2,876.80**
		Estimate Grand Total						**2,890.17**

Estimator: Michael Waidley

Jefferson County Adult Probation Elevator Pit Replacement

Division Summary (MF04)

01 - General Requirements	$45,365.00	26 - Electrical	
02 - Existing Conditions	$1,710.00	27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$47,075.00**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$47,075.00	2015 Choice Partners JOC SETEX Texas Other (-7.0000%)	$(2,768.01)
RSMeans BEAUMONT, TX CCI 2018, 84.00%	$(7,532.00)	Consideration (-10.0000%)	$(3,677.50)
Nonpriced Line Items			

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$1,910.59
Labor:	$30,880.14
Equipment:	$4.27
Other:	$14,280.00
Laborhours:	15.27
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	12	$47,075.00	
Total Non-Priced Items:	0	$0.00	0.00%
	12	$47,075.00	

Estimate Grand Total **$33,097.49**

Estimator: Michael Waidley — **Jefferson County Adult Probation Elevator Pit Replacement**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-21-53-50-1150-L	Cost adjustment factors, equipment usage curtailment, add to construction costs for particular job requirements, maximum	Costs	49,000.0000	10.0000%	$4,900.00	RSM16FAC L, O&P	P
2	01-21-53-50-1150-M	Cost adjustment factors, equipment usage curtailment, add to construction costs for particular job requirements, maximum	Costs	35,000.0000	3.0000%	$1,050.00	RSM16FAC M, O&P	P
3	01-21-55-50-1200	Subcontractor availability, shortage, add, modifications to total project cost summaries	Project	84,000.0000	12.0000%	$10,080.00	RSM18FAC O&P	P
4	01-21-55-50-1400	Work space, not available, add, modifications to total project cost summaries	Project	84,000.0000	5.0000%	$4,200.00	RSM16FAC O&P	P
5	01-31-13-20-0160	Field personnel, general purpose laborer, average	Week	4.0000	$2,575.00	$10,300.00	RSM18FAC L, O&P	P
6	01-31-13-20-0260	Field personnel, superintendent, average	Week	4.0000	$3,675.00	$14,700.00	RSM18FAC L, O&P	P
7	01-54-33-10-0600-2	Rent per day for rent cart concrete self propelled, operator walking 10 CF	Ea.	0.0000	$64.35		RSM18FAC E, O&P	P
8	01-54-36-50-1300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	0.0000	$305.00		RSM18FAC L, E, O&P	P
9	01-74-13-20-0052	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	1.0000	$77.00	$77.00	RSM16FAC M, L, E, O&P	P
10	01-93-13-03-1080	Sweep and damp mop concrete floor	M.S.F.	2.0000	$29.00	$58.00	RSM16FAC M, L, O&P	P
		01 - General Requirements Total						**$45,365.00**
02 - Existing Conditions								
11	02-41-19-19-0840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	1.0000	$850.00	$850.00	RSM18FAC M, O&P	P
12	02-41-19-19-2000	Selective demolition, rubbish handling, 0'-50' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost	C.Y.	20.0000	$43.00	$860.00	RSM18FAC L, O&P	P
		02 - Existing Conditions Total						**$1,710.00**
					Estimate Grand Total			**33,097.49**

Estimator: Michael Waidley

Division Summary (MF04)

01 - General Requirements		26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete	$1,226.90	28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	$46.75
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing	$20,667.01	FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	$536.00	**MF04 Total (Without totalling components)**	**$22,476.66**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$22,476.66	Nonpriced Line Items	
RSMeans BEAUMONT, TX CCI 2018, 84.00%	$(3,596.27)	2015 Choice Partners JOC SETEX Texas Other (-7.0000%)	$(1,321.63)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$17,860.97
Labor:	$4,531.97
Equipment:	$83.72
Other:	$0.00
Laborhours:	42.91
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	32	$22,476.66	
Total Non-Priced Items:	0	$0.00	0.00%
	32	$22,476.66	

Estimate Grand Total **$17,558.76**

Estimator: Michael Waidley — **Plumbing**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
03 - Concrete								
1	03-54-16-50-2560	Cement underlayment, portland cement based, self-leveling, hand placed, 4100 psi, 1/2" thick	S.F.	92.9700	$5.15	$478.80	RSM18FAC M, L, E, O&P	P
		92.97 = 92.97						
2	03-82-13-10-0300	Concrete core drilling, core, reinforced concrete slab, 3" diameter, up to 6" thick slab, includes bit cost, layout and set up time	Ea.	1.0000	$82.50	$82.50	RSM18FAC M, L, E, O&P	P
3	03-82-13-10-0300-1760	Concrete core drilling, core, reinforced concrete slab, for horizontal holes, add to above (Modified using 03-82-13-10-1760)	Ea.	1.0000	$10.60	$10.60	RSM18FAC L, E, O&P	P
4	03-82-13-10-1999	Concrete core drilling, includes bit cost, layout and set up time, minimum equipment/labor charge	Job	1.0000	$655.00	$655.00	RSM18FAC L, E, O&P	P
		03 - Concrete Total						**$1,226.90**
22 - Plumbing								
5	22-05-23-20-3480	Valves, bronze, gate, non-rising stem, threaded, class 150, 2"	Ea.	1.0000	$350.00	$350.00	RSM18FAC M, L, O&P	P
6	22-05-23-20-3480-5100	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only (Modified using 22-01-02-20-5100)	Ea.	1.0000	$15.75	$15.75	RSM18FAC L, O&P	P
7	22-11-13-23-1260	Pipe, copper, tubing, solder, 2" diameter, type K, includes coupling & clevis hanger assembly 10' OC	L.F.	50.0000	$48.00	$2,400.00	RSM18FAC M, L, O&P	P
8	22-11-13-23-1260-5100	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only (Modified using 22-01-02-20-5100)	L.F.	50.0000	$4.36	$218.00	RSM18FAC L, O&P	P
9	22-11-13-25-0160	Elbow, 90 Deg., copper, wrought, copper x copper, 2"	Ea.	4.0000	$99.50	$398.00	RSM18FAC M, L, O&P	P
10	22-11-13-25-0160-5100	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only (Modified using 22-01-02-20-5100)	Ea.	4.0000	$15.75	$63.00	RSM18FAC L, O&P	P
11	22-11-13-25-0340	Elbow, 45 Deg., copper, wrought, copper x copper, 2"	Ea.	2.0000	$98.00	$196.00	RSM18FAC M, L, O&P	P
12	22-11-13-25-0340-5100	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only (Modified using 22-01-02-20-5100)	Ea.	2.0000	$15.75	$31.50	RSM18FAC L, O&P	P
13	22-11-13-25-0718	Coupling, copper, wrought, copper x copper, 2"	Ea.	1.0000	$74.50	$74.50	RSM18FAC M, L, O&P	P
14	22-11-13-25-0718-5100	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only (Modified using 22-01-02-20-5100)	Ea.	1.0000	$13.48	$13.48	RSM18FAC L, O&P	P
15	22-11-13-25-1050	Adapter, copper, wrought, copper x male I.P.S., 2"	Ea.	1.0000	$114.00	$114.00	RSM18FAC M, L, O&P	P
16	22-11-13-25-1050-5100	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only (Modified using 22-01-02-20-5100)	Ea.	1.0000	$15.75	$15.75	RSM18FAC L, O&P	P

Estimator: Michael Waidley — **Plumbing**

22 - Plumbing

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
17	22-11-13-45-4820	Nipple, steel, galvanized, threaded, standard weight, 2" x 4" long	Ea.	1.0000	$79.00	$79.00	RSM18FAC M, L, O&P	P
18	22-11-13-45-4820-5100	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only (Modified using 22-01-02-20-5100)	Ea.	1.0000	$14.88	$14.88	RSM18FAC L, O&P	P
19	22-11-13-76-5255	Tee, plastic, PVC, sanitary, socket joint, 2", type DWV, schedule 40	Ea.	1.0000	$76.50	$76.50	RSM18FAC M, L, O&P	P
20	22-11-13-76-5255-5100	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only (Modified using 22-01-02-20-5100)	Ea.	1.0000	$15.58	$15.58	RSM18FAC L, O&P	P
21	22-12-23-13-2100	Water heater storage tank, galvanized steel, 125 psi, 135 gallon, 24" diameter, 75" L.O.A., ASME	Ea.	0.7407	$4,625.00	$3,425.74	RSM18FAC M, L, O&P	P
22	22-12-23-13-2100-5100	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only (Modified using 22-01-02-20-5100)	Ea.	0.7407	$29.05	$21.52	RSM18FAC L, O&P	P
23	22-13-16-30-8630	Coupling, cast iron soil, no hub, stainless steel, heavy duty, 2"	Ea.	2.0000	$38.00	$76.00	RSM18FAC M, L, O&P	P
24	22-13-16-30-8630-5100	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only (Modified using 22-01-02-20-5100)	Ea.	2.0000	$7.18	$14.36	RSM18FAC L, O&P	P
25	22-13-23-10-4180	Interceptor, oil, fabricated steel, 50 GPM, 2", 3", or 4" pipe size	Ea.	1.0000	$10,300.00	$10,300.00	RSM18FAC M, L, O&P	P
26	22-13-23-10-4180-5100	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only (Modified using 22-01-02-20-5100)	Ea.	1.0000	$155.75	$155.75	RSM18FAC L, O&P	P
27	22-14-29-16-1070	Pump, submersible elevator sump, automatic, cast iron, 3/4 H.P., 115 V, 1-1/2" discharge, includes pump, oil detector, controls and alarm, excludes the sump pit/tank.	Ea.	1.0000	$2,500.00	$2,500.00	RSM18FAC M, L, O&P	P
28	22-14-29-16-1070-5140	Labor adjustment factor (mechanical), general, add to labor for congested area, for Division 21, 22 and 23 only (Modified using 22-01-02-20-5140)	Ea.	1.0000	$20.70	$20.70	RSM18FAC L, O&P	P
29	23-21-20-34-2240-5100	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only (Modified using 22-01-02-20-5100)	Ea.	2.0000	$19.25	$38.50	RSM18FAC L, O&P	P
30	23-21-20-34-2240-5100	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only (Modified using 22-01-02-20-5100)	Ea.	2.0000	$19.25	$38.50	RSM18FAC L, O&P	P
		22 - Plumbing Total						**$20,667.01**

23 - Heating, Ventilating, and Air-Conditioning (HVAC)

31	23-21-20-34-2240	Dielectric unions, female I.P.T. to sweat, 175 psi maximum pressure, 2" pipe size, includes standard gaskets for water and air	Ea.	2.0000	$268.00	$536.00	RSM18FAC M, L, O&P	P
		23 - Heating, Ventilating, and Air-Conditioning (HVAC) Total						**$536.00**

Estimator: Michael Waidley — **Plumbing**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
33 - Utilities								
32	33-14-13-25-2100	Water supply distribution piping, piping polyvinyl chloride, class 150, 1-1/2" diameter, excludes excavation or backfill, unless specified	L.F.	25.0000	$1.87	$46.75	RSM18FAC M, L, O&P	P
		33 - Utilities Total						**$46.75**
					Estimate Grand Total			**17,558.76**

Estimator: Michael Waidley

Surface Protection

Division Summary (MF04)

01 - General Requirements	$855.32	26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	$305.36
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$1,160.68**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$1,160.68	Nonpriced Line Items	
RSMeans BEAUMONT, TX CCI 2018, 84.00%	$(185.71)	2015 Choice Partners JOC SETEX Texas Other (-7.0000%)	$(68.25)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$244.60
Labor:	$916.08
Equipment:	$0.00
Other:	$0.00
Laborhours:	15.26
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	4	$1,160.68	
Total Non-Priced Items:	0	$0.00	0.00%
	4	$1,160.68	

Estimate Grand Total **$906.72**

Estimator: Michael Waidley — **Surface Protection**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-56-29-50-2300	Temporary, sidewalks, exterior plywood, 2 uses, 1/2" thick	S.F.	640.0000	$1.22	$780.80	RSM18FAC M, L, O&P	P
2	01-76-13-20-0020	Temporary protection, flooring, taped seams, 1/8" tempered hardboard 8'7"*5'10" 9*6 = 54.00	S.F.	54.0000	$1.38	$74.52	RSM18FAC M, L, O&P	P
		01 - General Requirements Total						**$855.32**
Alternate								
3	01-56-29-50-2300	Demo - Temporary, sidewalks, exterior plywood, 2 uses, 1/2" thick Labor Adjustment: 50% of $0.88 = $0.44 --- Using O&P Pricing Bare Costs: (M:$0.31 L:$0.54 E: O:750.00 LH:0.011) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $1.22 - $0.34 - $0.00 = $0.88 Labor w/CCI = $0.88 * 100.000% = $0.88	S.F.	640.0000	$0.44	$281.60	CUSTOM L, O&P	P
4	01-76-13-20-0020	Demo - Temporary protection, flooring, taped seams, 1/8" tempered hardboard 8'7"*5'10" (Repriced 8/02/2018) Labor Adjustment: 50% of $0.88 = $0.44 --- Using O&P Pricing Bare Costs: (M:$0.45 L:$0.54 E: O:1,500.00 LH:0.011) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $1.38 - $0.50 - $0.00 = $0.88 Labor w/CCI = $0.88 * 100.000% = $0.88 9*6 = 54.00	S.F.	54.0000	$0.44	$23.76	CUSTOM L, O&P	P
		Alternate Total						**$305.36**
		Estimate Grand Total						**906.72**

Estimator: Michael Waidley — **Temporary Controls**

Division Summary (MF04)

01 - General Requirements	$3,484.40	26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	$328.00
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$3,812.40**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$3,812.40	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	$(352.27)
RSMeans BEAUMONT, TX CCI 2018, 84.00%	$(609.98)	Nonpriced Line Items	

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$1,822.60
Labor:	$1,795.10
Equipment:	$194.70
Other:	$0.00
Laborhours:	29.57
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	8	$3,812.40	
Total Non-Priced Items:	0	$0.00	0.00%
	8	$3,812.40	

Estimate Grand Total **$2,850.15**

Estimator: Michael Waidley — **Temporary Controls**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-54-36-50-1200	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	Ea.	2.0000	$197.00	$394.00	RSM18FAC L, E, O&P	P
2	01-54-36-50-1300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	2.0000	$305.00	$610.00	RSM18FAC L, E, O&P	P
3	01-56-16-10-0070	Dust barrier, temporary, accessories, caution tape	C.L.F.	2.5000	$4.80	$12.00	RSM18FAC M, L, O&P	P
4	01-56-16-10-1080	Selective demolition, rubbish handling, dust partition, 4' x 8' panels, 2" x 4" frame, 6 mil polyethylene, cost to be added to demolition cost 8*10*2 = 160.00	S.F.	160.0000	$1.04	$166.40	RSM18FAC M, L, O&P	P
5	01-56-16-10-1085	Negative air machine, 1800 CFM	Ea.	1.0000	$950.00	$950.00	RSM18FAC M, O&P	P
6	01-56-26-50-0100	Temporary fencing, chain link, 6' high, 11 ga	L.F.	160.0000	$8.45	$1,352.00	RSM18FAC M, L, O&P	P
		01 - General Requirements Total						**$3,484.40**
Alternate								
7	01-56-16-10-1080	Demo - Selective demolition, rubbish handling, dust partition, 4' x 8' panels, 2" x 4" frame, 6 mil polyethylene, cost to be added to demolition cost Labor Adjustment: 50% of $0.65 = $0.33 --- Using O&P Pricing Bare Costs: (M:$0.35 L:$0.41 E: O:2,000.00 LH:0.008) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $1.04 - $0.39 - $0.00 = $0.65 Labor w/CCI = $0.65 * 100.000% = $0.65 8*10*2 = 160.00	S.F.	160.0000	$0.33	$52.80	CUSTOM L, O&P	P
8	01-56-26-50-0100	Demo - Temporary fencing, chain link, 6' high, 11 ga Labor Adjustment: 50% of $3.44 = $1.72 --- Using O&P Pricing Bare Costs: (M:$4.55 L:$2.13 E: O:300.00 LH:0.053) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $8.45 - $5.01 - $0.00 = $3.44 Labor w/CCI = $3.44 * 100.000% = $3.44	L.F.	160.0000	$1.72	$275.20	CUSTOM L, O&P	P
		Alternate Total						**$328.00**
					Estimate Grand Total			**2,850.15**

Estimator: Michael Waidley

Welding

Totalling Components

Priced Line Items	$1,420.40
RSMeans BEAUMONT, TX CCI 2018, 84.00%	$(227.26)
2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	$(131.25)
Nonpriced Line Items	

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$0.00
Labor:	$1,420.40
Equipment:	$0.00
Other:	$0.00
Laborhours:	16.00
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	2	$1,420.40	
Total Non-Priced Items:	0	$0.00	0.00%
	2	$1,420.40	

Estimate Grand Total **$1,061.89**

Estimator: Michael Waidley — **Welding**

Item		Description	UM	Quantity	Unit Cost	Total	Book	
Trades								
1	SKWK	Skilled Workers Average (35 trades) - 2018 RSMeans Facilities O&P Rate	Hour	8.0000	$84.35	$674.80	Trades L, O&P	P
2	SSWL	Welders, Structural Steel - 2018 RSMeans Facilities O&P Rate	Hour	8.0000	$93.20	$745.60	Trades L, O&P	P
		Trades Total						**$1,420.40**
					Estimate Grand Total			**1,061.89**

Fran Lee

From: Joe Zurita <jzurita@co.jefferson.tx.us>
Sent: Friday, July 27, 2018 12:35 PM
To: Fran Lee
Subject: budget amendment

I would like to request a budget amendment, a request for 50,000.00 for gasoline account 120-8095-417-3037 and 4500.00 for the tire account 120-8095-417-3083. Thank you

Jose L. Zurita Jr.
Director of Service Center
7789 Viterbo Rd.
Nederland, Tx 77627
409-719-5937

PRECINCT 7
(409)719-5900
(409) 724-2148 FAX

JEFFERSON COUNTY TEXAS

BRAD BURNETT
JUSTICE OF THE PEACE

7933 VITERBO ROAD,
SUITE 1
BEAUMONT, TEXAS 77705

July 31,2018

Fran ,

Would you please transfer the amount of 1,400.00 from postage account 120-2048-412-40-52
To the "Office Supplies" account 120-2048-412-30-78 to cover Banknote Paper for Death Certificates
Which is mandatory by the state.

Sincerely

Denise Roccaforte
Justice Court PCT 7

DocuSign Envelope ID: CFF5179B-D214-4CBC-B5C2-3C9708D7DC31

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 1990266

This contract is executed between the Office of the Attorney General (OAG) and Jefferson County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 15, 2013. After an evaluation of offers, the OAG identified and certified a single vendor to provide statewide automated victim notification services ("SAVNS services"). The initial term of the Vendor Certification was from September 1, 2013 to August 31, 2015. The OAG exercised its option and extended the term until August 31, 2019 (the "Vendor Renewal Certification"). The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. TERM OF THE CONTRACT

This contract shall begin on September 1, 2018 and shall terminate August 31, 2019, unless it is terminated earlier in accordance with another provision of this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a contractual "Services Agreement" with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Vendor Certification documents. The Services Agreement shall consist of the VINE Service Agreement attached to DIR-TSO-3937 as Appendix D (available at http://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-3937), as it and the related contract documents existed on September 1, 2018, as modified by the specific language provided in Exhibit B, which is attached hereto. GRANTEE acknowledges and agrees

that it will only be eligible to receive grant funds under this contract if the Services Agreement includes the required modified language in Exhibit B. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Services Agreement or to any executed Services Agreement between GRANTEE and the Certified Vendor, except as permitted by OAG or as required by this contract. Moreover, GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this contract, and will remain on financial hold until OAG receives an executed copy of the Services Agreement required by this section.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate, and relevant to support the SAVNS services; verify the Certified Vendor's performance according to the Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement with the Certified Vendor for the term of this contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the Certified Vendor's performances.

3.5 Scope of Services. For the purpose of this contract, the requirements, duties, and obligations contained in Section 3 of this contract are collectively referred to as the "Scope of Services." As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

3.6 Special Conditions. The OAG may, at its sole discretion, impose special conditions on GRANTEE, without notice and without amending this contract. The imposition of any special conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all special conditions are satisfied.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change the grant contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation;

effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

4.1.5 Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.1.6 Public Information Act. GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly accessible format pursuant to Section 2252.907 of the Texas Government Code.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance therof as provided in the Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.5. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES - GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. OAG grant funds will be paid on a cost-reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

4.3.3 Fiscal Year End Required Reports. On or before October 15 of each fiscal year covered by the term of this contract, GRANTEE will submit fiscal year-end required reports.

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Assignment Of Rights Of Payment And Reimbursement Details. THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:

a. GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.

b. The Certified Vendor will invoice GRANTEE by September 15 of each fiscal year covered by the term of this contract.

c. GRANTEE shall submit an invoice to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this contract end respectively on November 30, February 28, May 31, and August 31. GRANTEE shall include a verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.

d. The OAG will forward to the Certified Vendor the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.

e. The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.

f. The OAG will process and forward payments to the Certified Vendor for each quarter during each fiscal year covered by the term of this contract for invoices received from the GRANTEE that include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the fifth (5th) day of the month following the end of each respective quarter, as defined above. The payment will be generated no later than the thirtieth (30th) day after the OAG receives a correct and complete invoice and any other information or documentation required by this contract or the OAG. If an invoice is submitted after the fifth (5th) day of any month following the end of the respective quarter, the invoice may not be paid until the next quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the tenth (10th) day of the next month following the end of each respective quarter.

g. If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will process payment in accordance with Section 4.3.5(f).

h. If GRANTEE does not submit the required invoice and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual

obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.6 Close Out Invoice GRANTEE shall submit a final invoice not later than forty-five (45) days after the earlier of (1) the termination of this contract; or (2) the end of each state fiscal year covered by the term of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and Grantee title for equipment will remain with Grantee.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this contract executed between OAG and GRANTEE.

5.3 Payment of Authorized Costs. In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11, and 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this contract.

6.5 Notices to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain all records as are necessary to fully disclose the extent of services provided under this contract for a period of seven (7) years after the later of (a) the submission of the last expenditure report required under this contract, or (b) the full and final resolutionof all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this contract. The records include, but may not be limited to, the contract, any contract solicitation documents, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting meansures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state

or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports, Notices and Information (excluding Financial Reports). All

quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@oag.texas.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Grants Adminstration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports, Notices and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Adminstration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@oag.texas.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, and Other Applicable Requirements. GRANTEE agrees to comply with all applicable federal and state laws and any other requirements, including 2 CFR Part 200, relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, including Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE 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 employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

10.5 Does Not Boycott Israel. As required by Texas Government Code, section 2270.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

10.6 Law Enforcement Funding. To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this contract, funds may only be expended under this contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance.

10.7 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.25 of the General Appropriations Act for the term covered by this contract, and except as provided by that Act, funds may not be distributed under this contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be

considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers, or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE or GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act, or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. Grantee hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this contract. If a proposed

subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, Grantee shall promptly bring such refusal to the attention of the OAG Program Manager for the contract and not proceed with the agreement in question without further authorization from the OAG.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract is considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY ALLOWED IN THIS CONTRACT IN THAT GRANTEE UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR, GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this contract without the prior written approval of the OAG. GRANTEE agrees the OAG maintains complete discretion in evaluating any request to subcontract, assign any right, or delegate any duty under this contract, and the OAG may withhold its approval for any reason or no reason. If the OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

11.12 No Use of Grant Money for Lobbying. GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office.

11.13 Texas Public Information Act. Information, documentation, and other material in connection with this contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this

contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY GENERAL	**Jefferson County**
_____	_____
Printed Name: _____	Printed Name: Jeff Branick
Office of the Attorney General	Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 1990266

EXHIBIT A

Population Size: Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed the following:

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED
Standard Maintenance Phase	$24,478.11	$4,068.66	12	**$28,546.78**

AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES IT ASSIGNS ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRCT TO THE CERTIFIED VENDOR.

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 1990266

EXHIBIT B

The following language shall replace the current language in Section VIII of the VINE Service Agreement attached to DIR-TSO-3937 as Appendix D:

VIII. Confidentiality. The Service Provider shall not disclose any Confidential Information without the Customer's express, prior written permission, except to the extent that a disclosure is required by law or court order. For purposes of this paragraph, "Confidential Information" means all documents, reports, data, records, forms, and other materials obtained by the Service Provider from the Customer in the course of performing any Services (including, but not limited to, the Customer records and information): (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Customer to the Service Provider; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, "Confidential Information" does not include information in the public domain.

In addition, the Service Provider shall not remarket or utilize any documents, reports, data, records, forms, or other materials created or obtained in relation to the VINE System, except as consistent with the terms of the Office of the Attorney General of Texas's Vendor Renewal Certification for the Statewide Automated Victim Notification Service.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	138.75	449184	
DAWN DONUTS	45.50	449309	
			184.25**
ROAD & BRIDGE PCT.#1			
LOUIS' YAZOO SALES & SERVICE, LLC	210.90	449147	
M&D SUPPLY	4.02	449148	
SEABREEZE CULVERT, INC.	3,289.18	449168	
SOUTHERN TIRE MART, LLC	61.00	449191	
UNITED STATES POSTAL SERVICE	1.50	449204	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
GULF COAST	662.15	449318	
			4,298.75**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	2,179.40	449121	
CITY OF NEDERLAND	82.00	449130	
EASTEX RUBBER & GASKET	108.67	449135	
ENTERGY	242.22	449141	
MOTION INDUSTRIES, INC.	63.47	449153	
THE MUFFLER SHOP	7.00	449154	
MUNRO'S	80.00	449155	
PHILPOTT MOTORS, INC.	319.34	449162	
RITTER @ HOME	112.97	449165	
SAM'S WESTERN WEAR, INC.	845.00	449166	
SETZER HARDWARE, INC.	12.50	449169	
VULCAN MATERIALS CO.	6,467.22	449186	
BUMPER TO BUMPER	74.16	449224	
MARTIN PRODUCT SALES LLC	1,209.00	449234	
NEW WAVE WELDING TECHNOLOGY	6.60	449243	
DE LAGE LANDEN PUBLIC FINANCE	90.00	449262	
MEMBER'S BUILDING MAINTENANCE LLC	149.50	449288	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	10.00	449303	
MARTIN MARIETTA MATERIALS	408.90	449305	
			12,467.95**
ROAD & BRIDGE PCT. # 3			
AUDILET TRACTOR SALES	99.00	449125	
FARM & HOME SUPPLY	55.02	449138	
MUNRO'S	23.40	449155	
MUSTANG CAT	362.19	449156	
AT&T	74.14	449173	
STRATTON INC.	84.10	449188	
FIRST CALL	167.42	449214	
DE LAGE LANDEN PUBLIC FINANCE	140.00	449262	
MEMBER'S BUILDING MAINTENANCE LLC	37.00	449288	
SHOPPA'S FARM SUPPLY	392.34	449297	
			1,434.61**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - WATER DEPT.	19.60	449128	
ENTERGY	1,311.31	449141	
M&D SUPPLY	126.29	449148	
OFFICE DEPOT	98.44	449159	
OIL CITY TRACTORS, INC.	36.83	449160	
BEAUMONT INDEPENDENT SCHOOL	4,406.25	449194	
UNITED STATES POSTAL SERVICE	.41	449204	
DE LAGE LANDEN PUBLIC FINANCE	229.79	449262	
ON TIME TIRE	260.00	449270	
GCR TIRES & SERVICE	129.90	449293	
			6,618.82**
ENGINEERING FUND			
TRI-CITY COFFEE SERVICE	175.80	449184	
DE LAGE LANDEN PUBLIC FINANCE	460.94	449262	
			636.74**
PARKS & RECREATION			
ENTERGY	404.52	449141	
PARKER LUMBER	146.94	449253	
			551.46**
GENERAL FUND			
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	352.88	449159	
AT&T	109.89	449173	
UNITED STATES POSTAL SERVICE	591.70	449204	
UNITED STATES POSTAL SERVICE	42.33	449205	
SUPERIOR PRESS	141.49	449254	
DE LAGE LANDEN PUBLIC FINANCE	370.00	449262	
VECTOR SECURITY	135.00	449322	
			1,743.29*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	5.30	449204	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
			75.30*
AUDITOR'S OFFICE			
OFFICE DEPOT	181.33	449159	
SOUTHEAST TEXAS WATER	29.95	449172	
UNITED STATES POSTAL SERVICE	17.02	449204	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
			298.30*
COUNTY CLERK			
FED EX	10.49	449139	
OFFICE DEPOT	203.74	449159	
UNITED STATES POSTAL SERVICE	237.00	449204	
UNITED STATES POSTAL SERVICE	58.26	449205	
DE LAGE LANDEN PUBLIC FINANCE	1,052.82	449262	
WESTERN MICROGRAPHICS & IMAGING	187.00	449269	
ENDICOTT MICROFILM	2,922.00	449314	
			4,671.31*
COUNTY JUDGE			
KIMBERLY PHELAN, P.C.	500.00	449230	
J.T. HAYNES	500.00	449232	
JERRY JOHN BRAGG	500.00	449251	
MOORE LANDREY LLP	500.00	449256	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
WYATT SNIDER	500.00	449265	
TARA SHELANDER	500.00	449292	
JAN GIROUARD & ASSOCIATES LLC	400.00	449311	
JOSEPH MUCKLEROY	500.00	449319	
			3,970.00*
RISK MANAGEMENT			
CDW COMPUTER CENTERS, INC.	94.99	449195	
UNITED STATES POSTAL SERVICE	2.37	449204	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
			167.36*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	144.35	449204	
DE LAGE LANDEN PUBLIC FINANCE	331.89	449262	
			476.24*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	118.58	449161	
CIT TECHNOLOGY FINANCING SERVICE	499.00	449242	
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	449262	
			1,817.58*
PURCHASING DEPARTMENT			
OFFICE DEPOT	30.98	449159	
UNITED STATES POSTAL SERVICE	1.88	449204	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
			102.86*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	195.00	449144	
OLMSTED-KIRK PAPER	1,323.40	449161	
TIME WARNER COMMUNICATIONS	2,442.76	449177	
ADVANCED STAFFING	97.50	449192	
ROCHESTER ARMORED CAR CO INC	4,005.34	449257	
SPOK INC	3.00	449294	

NAME	AMOUNT	CHECK NO.	TOTAL
BECKER GALLAGHER LEGAL PUBLISHING	2,001.85	449328	
			10,068.85*
DATA PROCESSING			
IP SWITCH, INC.	705.60	449123	
OFFICE DEPOT	705.29	449159	
CDW COMPUTER CENTERS, INC.	105.90	449195	
GLOBAL KNOWLEDGE TRAINING LLC	8,067.50	449241	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
SPOK INC	12.07	449294	
			9,666.36*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	105.04	449204	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
			175.04*
ELECTIONS DEPARTMENT			
RYDER TRANSPORTATION SERVICES	686.89	449122	
OFFICE DEPOT	271.32	449159	
DE LAGE LANDEN PUBLIC FINANCE	271.65	449262	
			1,229.86*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	70.00	449144	
RANDI A. KING	100.00	449145	
KIRKSEY'S SPRINT PRINTING	24.95	449146	
OFFICE DEPOT	1,151.05	449159	
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	449180	
UNITED STATES POSTAL SERVICE	430.17	449204	
ASHLEY MOLFINO	1,094.40	449231	
RACHEL GROVE	1,126.40	449247	
DE LAGE LANDEN PUBLIC FINANCE	480.00	449262	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	449301	
CORY KNEELAND	1,677.12	449315	
TEXAS FORENSIC ASSOCIATES	495.00	449320	
QUENTIN PRICE	830.82	449321	
			7,900.91*
DISTRICT CLERK			
OFFICE DEPOT	595.26	449159	
UNITED STATES POSTAL SERVICE	573.03	449204	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
WESTERN MICROGRAPHICS & IMAGING	569.72	449269	
			1,808.01*
CRIMINAL DISTRICT COURT			
JOEL WEBB VAZQUEZ	900.00	449223	
JOHN STEVENS JR	997.37	449237	
KIMBERLY R. BROUSSARD	329.80	449244	
DE LAGE LANDEN PUBLIC FINANCE	441.64	449262	
LARRY PAIZ	360.00	449329	
			3,028.81*
58TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
			70.00*
60TH DISTRICT COURT			
CASH ADVANCE ACCOUNT	1,207.00	449144	
UNITED STATES POSTAL SERVICE	6.88	449204	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
MICHAEL MILLER	68.12	449327	
			1,352.00*
136TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
			70.00*
172ND DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
			70.00*
252ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
TRAVIS EVANS	1,325.00	449137	
TEXAS ASSN. FOR COURT ADMINISTRATIO	75.00	449175	
UNITED STATES POSTAL SERVICE	31.19	449204	
KIMBERLY R. BROUSSARD	2,706.30	449244	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
JAMES R. MAKIN, P.C.	2,439.57	449263	
M.K. HAMZA, PHD, P.A.	5,200.00	449279	
SAMUEL & SON LAW FIRM PLLC	3,000.00	449296	
THOMAS WILLIAM KELLEY	4,525.10	449316	
			19,372.16*
279TH DISTRICT COURT			
NATHAN REYNOLDS, JR.	300.00	449164	
CHARLES ROJAS	150.00	449197	
UNITED STATES POSTAL SERVICE	.47	449204	
GLEN M. CROCKER	700.00	449208	
JOEL WEBB VAZQUEZ	450.00	449223	
TONYA CONNELL TOUPS	300.00	449240	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
BRITTANIE HOLMES	150.00	449277	
WILLIAM FORD DISHMAN	150.00	449289	
MATUSKA LAW FIRM	300.00	449291	
			2,570.47*
317TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
			70.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	52.37	449204	
DE LAGE LANDEN PUBLIC FINANCE	90.00	449262	
			142.37*
JUSTICE COURT-PCT 1 PL 2			
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
			70.00*
JUSTICE COURT-PCT 4			
CLASSIC FORMS AND PRODUCTS	99.00	449216	
DE LAGE LANDEN PUBLIC FINANCE	90.00	449262	
			189.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	48.61	449204	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
			118.61*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	72.69	449205	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
			142.69*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.76	449204	
SIERRA SPRING WATER CO. - BT	90.08	449207	
DE LAGE LANDEN PUBLIC FINANCE	245.92	449262	
			337.76*
COUNTY COURT AT LAW NO. 2			
CASH ADVANCE ACCOUNT	2,037.44	449144	
TEXAS ASSN. FOR COURT ADMINISTRATIO	75.00	449175	
UNITED STATES POSTAL SERVICE	10.61	449204	
JOEL WEBB VAZQUEZ	250.00	449223	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
			2,443.05*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	500.00	449119	
MARVA PROVO	250.00	449163	
UNITED STATES POSTAL SERVICE	12.24	449204	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
JANSON ELLIOTT BAILEY	250.00	449313	
			1,082.24*
COURT MASTER			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	2.63	449204	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
			72.63*
MEDIATION CENTER			
MARKET BASKET	218.85	449149	
OFFICE DEPOT	54.11	449159	
SOUTHEAST TEXAS WATER	43.70	449172	
TRI-CITY COFFEE SERVICE	105.30	449184	
UNITED STATES POSTAL SERVICE	7.74	449204	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
KARA HAWTHORN	256.42	449264	
			756.12*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	280.00	449262	
			280.00*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY	420.00	449136	
FED EX	140.60	449139	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,056.00	449143	
MOORMAN & ASSOCIATES, INC.	300.00	449152	
OFFICE DEPOT	446.54	449159	
AT&T	309.77	449173	
UNITED STATES POSTAL SERVICE	1,524.50	449204	
BEAUMONT OCCUPATIONAL SERVICE, INC.	98.85	449209	
FIVE STAR FEED	182.85	449217	
DE LAGE LANDEN PUBLIC FINANCE	800.00	449262	
RITA HURT	1,100.00	449267	
			7,379.11*
CRIME LABORATORY			
FED EX	68.00	449139	
OFFICE DEPOT	157.08	449159	
LIPOMED	85.00	449255	
DE LAGE LANDEN PUBLIC FINANCE	90.00	449262	
EPPENDORF NORTH AMERICA INC	601.26	449273	
EXCEL MEDICAL WASTE LLC	35.00	449304	
ATTAINIT	146.28	449307	
			1,182.62*
JAIL - NO. 2			
CASH ADVANCE ACCOUNT	768.93	449144	
AT&T	990.20	449173	
NORTH SHORE SUPPLY COMPANY	24.00	449220	
WORLD FUEL SERVICES	277.80	449250	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	449262	
CONSTELLATION NEWENERGY - GAS DIVIS	1,395.07	449282	
KROPP HOLDINGS INC	979.40	449287	
CORRHEALTH LLC	78,900.85	449325	
			84,616.25*
JUVENILE PROBATION DEPT.			
FED EX	64.00	449139	
UNITED STATES POSTAL SERVICE	25.78	449204	
DE LAGE LANDEN PUBLIC FINANCE	140.00	449262	
EXCEL MEDICAL WASTE LLC	35.00	449304	
SUMMER KENNERSON	125.35	449317	
			390.13*
JUVENILE DETENTION HOME			
OFFICE DEPOT	64.76	449159	
AT&T	692.94	449173	
CHARMTEX INC.	208.08	449218	
FLOWERS FOODS	103.50	449221	
BEN E KEITH FOODS	2,799.64	449222	
VANSCHECA SANDERS-CHEVIS	700.00	449238	
ATTABOY TERMITE & PEST CONTROL	80.00	449248	
DE LAGE LANDEN PUBLIC FINANCE	229.79	449262	
EXCEL MEDICAL WASTE LLC	35.00	449304	
			4,913.71*
CONSTABLE PCT 1			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	55.72	449204	
CITY DIRECTORIES	620.00	449233	
DE LAGE LANDEN PUBLIC FINANCE	323.13	449262	
			998.85*
CONSTABLE-PCT 2			
CASH ADVANCE ACCOUNT	442.01	449144	
			442.01*
CONSTABLE-PCT 4			
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
			70.00*
CONSTABLE-PCT 6			
CASH ADVANCE ACCOUNT	1,405.36	449144	
OFFICE DEPOT	16.99	449159	
UNITED STATES POSTAL SERVICE	16.10	449204	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
			1,508.45*
CONSTABLE PCT. 8			
OFFICE DEPOT	46.14	449159	
CDW COMPUTER CENTERS, INC.	816.62	449195	
DE LAGE LANDEN PUBLIC FINANCE	322.93	449262	
			1,093.41*
COUNTY MORGUE			
FMMS HOLDINGS OF TEXAS LLC	72,200.00	449268	
			72,200.00*
AGRICULTURE EXTENSION SVC			
TEXAS AGRILIFE EXTENSION SERVICES	825.00	449179	
UNITED STATES POSTAL SERVICE	6.51	449204	
DE LAGE LANDEN PUBLIC FINANCE	200.00	449262	
DAVID OATES	253.59	449312	
			1,285.10*
HEALTH AND WELFARE NO. 1			
UNITED STATES POSTAL SERVICE	68.32	449204	
DE LAGE LANDEN PUBLIC FINANCE	372.43	449262	
			440.75*
HEALTH AND WELFARE NO. 2			
BROUSSARD'S MORTUARY	2,720.00	449126	
ENTERGY	89.88	449142	
MUNRO'S	39.90	449155	
UNITED STATES POSTAL SERVICE	161.05	449205	
MELANCON'S FUNERAL HOME	1,500.00	449258	
DE LAGE LANDEN PUBLIC FINANCE	140.00	449262	
EXCEL MEDICAL WASTE LLC	35.00	449304	
			4,685.83*
NURSE PRACTITIONER			
MCKESSON MEDICAL-SURGICAL INC	621.53	449196	
SIERRA SPRING WATER CO. - BT	8.35	449207	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
EXCEL MEDICAL WASTE LLC	35.00	449304	
			734.88*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	884.45	449209	
J.C. PENNEY'S	5,030.32	449210	
SEARS COMMERICAL CREDIT	440.19	449211	
			6,354.96*
ENVIRONMENTAL CONTROL			
AT&T	32.57	449173	
DE LAGE LANDEN PUBLIC FINANCE	323.13	449262	
			355.70*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	41,722.63	449286	
DANA JOHNSON	600.00	449298	
			42,322.63*
MAINTENANCE-BEAUMONT			

NAME	AMOUNT	CHECK NO.	TOTAL
CERTIFIED LABORATORIES	285.30	449127	
CITY OF BEAUMONT - WATER DEPT.	142.14	449128	
CONSOLIDATED ELECTRICAL DIST INC.	225.76	449133	
ECOLAB	209.95	449134	
ENTERGY	1,030.64	449141	
OFFICE DEPOT	53.86	449159	
SANITARY SUPPLY, INC.	50.04	449167	
ACE IMAGEWEAR	172.52	449170	
AT&T	407.52	449173	
BAKER DISTRIBUTING COMPANY	751.00	449219	
SE TEX CONSTRUCTION CORPORATION	42,415.51	449235	
VOSS LIGHTING	1,026.00	449236	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
CARRIER ENTERPRISE LLC	608.78	449285	
BUNA ELECTRIC MOTOR SERVICE INC	8,641.00	449308	
AT&T	12,477.94	449310	
REXEL USA INC	140.00	449324	
			68,707.96*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	916.51	449129	
COBURN'S, BEAUMONT BOWIE (1)	262.84	449131	
COBURN'S GROVES (5)	131.42	449132	
NOACK LOCKSMITH	26.40	449157	
AT&T	1,470.00	449173	
LOWE'S HOME CENTERS, INC.	836.47	449212	
TEXAS GAS SERVICE	326.70	449215	
NORTH SHORE SUPPLY COMPANY	112.20	449220	
ATTABOY TERMITE & PEST CONTROL	30.00	449248	
DRAGO SUPPLY	112.35	449252	
PARKER LUMBER	68.39	449253	
DE LAGE LANDEN PUBLIC FINANCE	140.00	449262	
MEMBER'S BUILDING MAINTENANCE LLC	2,749.28	449288	
NELSON WATER GARDEN & NURSERY	686.20	449306	
ALL TERRAIN EQUIPMENT CO	172.27	449323	
			8,041.03*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	89.97	449130	
ENTERGY	465.36	449141	
SANITARY SUPPLY, INC.	206.20	449167	
ACE IMAGEWEAR	138.54	449170	
AT&T	706.36	449173	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	449288	
			3,601.95*
SERVICE CENTER			
SPIDLE & SPIDLE	8,840.91	449121	
MUNRO'S	39.70	449155	
PHILPOTT MOTORS, INC.	183.36	449162	
JEFFERSON CTY. TAX OFFICE	7.50	449198	
JEFFERSON CTY. TAX OFFICE	7.50	449199	
JEFFERSON CTY. TAX OFFICE	7.50	449200	
BUMPER TO BUMPER	18.49	449224	
AMERICAN TIRE DISTRIBUTORS	1,065.01	449245	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
MIGHTY OF SOUTHEAST TEXAS	184.17	449266	
1800RADIATOR & AC	129.00	449300	
			10,553.14*
VETERANS SERVICE			
NACVSO	40.00	449193	
UNITED STATES POSTAL SERVICE	.41	449204	
UNITED STATES POSTAL SERVICE	14.77	449205	
DE LAGE LANDEN PUBLIC FINANCE	240.00	449262	
			295.18*
			398,582.83**
MOSQUITO CONTROL FUND			
MUNRO'S	57.20	449155	
AT&T	28.45	449173	
TRIANGLE ENGINE DIST.	5.65	449182	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED PARCEL SERVICE	10.61	449185	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	49.90	449303	
			221.81**
FEMA EMERGENCY			
CITY OF BEAUMONT - LANDFILL	192.50	449124	
DRC EMERGENCY SERVICES, LLC	945.00	449225	
DRC EMERGENCY SERVICES, LLC	502.69	449226	
DRC EMERGENCY SERVICES, LLC	50,742.22	449227	
DRC EMERGENCY SERVICES, LLC	20,493.36	449228	
DRC EMERGENCY SERVICES, LLC	47,918.83	449229	
			120,794.60**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
			70.00**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	741.95	449209	
			741.95**
LAW LIBRARY FUND			
LEXIS-NEXIS	1,116.34	449206	
DE LAGE LANDEN PUBLIC FINANCE	70.00	449262	
THOMSON REUTERS-WEST	492.91	449284	
			1,679.25**
EMPG GRANT			
THREADS	552.50	449202	
			552.50**
JUVENILE PROB & DET. FUND			
STEVEN BANES	300.00	449326	
			300.00**
GRANT A STATE AID			
CASH ADVANCE ACCOUNT	762.68	449144	
			762.68**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	797.28	449144	
OFFICE DEPOT	939.44	449159	
PAMELA G. STEWART	16.76	449174	
TIME WARNER COMMUNICATIONS	90.05	449178	
UNITED STATES POSTAL SERVICE	61.07	449204	
UNITED STATES POSTAL SERVICE	110.92	449205	
EXCEL MEDICAL WASTE LLC	210.00	449304	
			2,225.52**
JEFF. CO. WOMEN'S CENTER			
CITY OF BEAUMONT - WATER DEPT.	1,246.49	449128	
CASH ADVANCE ACCOUNT	654.99	449144	
M&D SUPPLY	22.84	449148	
MARKET BASKET	21.37	449149	
KIM MCKINNEY, LPC, LMFT	225.00	449150	
TIME WARNER COMMUNICATIONS	37.84	449176	
VINCENT'S A/C	266.23	449201	
DE LAGE LANDEN PUBLIC FINANCE	140.00	449262	
SAM'S CLUB DIRECT	337.07	449276	
MATERA PAPER COMPANY INC	328.25	449283	
SPOK INC	16.41	449294	
			3,296.49**
DWI PRETRIAL DIVERSION			
OLMSTED-KIRK PAPER	427.50	449161	
			427.50**
MISDEMEANOR PRE-TRIAL			
OFFICE DEPOT	1,469.47	449159	
			1,469.47**
COMMUNITY CORRECTIONS PRG			

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	90.00	449262	
			90.00**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	80.00	449262	
			80.00**
LAW OFFICER TRAINING GRT			
OFFICE DEPOT	15.79	449159	
			15.79**
COUNTY CLERK - RECORD MGT			
MANATRON	11,330.37	449239	
			11,330.37**
DRUG INTERVENTION COURT			
CASH ADVANCE ACCOUNT	1,174.38	449144	
SANITARY SUPPLY, INC.	574.24	449167	
THE CHANGE COMPANIES	1,198.63	449213	
FMS PRODUCTIONS	318.00	449278	
			3,265.25**
COUNTY RECORDS MANAGEMENT			
TEXAS HISTORICAL COMMISION	3,800.00	449181	
			3,800.00**
CHEEK H2O & SEWER			
W. JEFFERSON COUNTY M.W.D.	750.00	449187	
LJA ENGINEERING INC	2,777.00	449272	
MK CONSTRUCTORS	22,302.33	449274	
MK CONSTRUCTORS	20,495.05	449275	
			46,324.38**
DEPUTY SHERIFF EDUCATION			
SHERIFF'S ASSOCIATION OF TEXAS	350.00	449171	
			350.00**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	172.35	449128	
GOLD CREST ELECTRIC CO., INC.	4,060.00	449140	
MUNRO'S	94.90	449155	
TRI-CITY COFFEE SERVICE	73.80	449184	
US FLAG & FLAGPOLE SUPPLY	502.64	449190	
DE LAGE LANDEN PUBLIC FINANCE	315.00	449262	
			5,218.69**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	140.00	449262	
			140.00**
CAPITAL PROJECTS FUND			
LJA ENGINEERING INC	195.00	449271	
			195.00**
AIRPORT FUND			
TRIANGLE LOCKSMITH	407.45	449120	
CITY OF NEDERLAND	688.81	449130	
MID-COUNTY ALTERNATOR	125.00	449151	
TRI-CITY FASTENER & SUPPLY	46.51	449183	
TRI-CITY COFFEE SERVICE	215.90	449184	
WHITE TIRE	411.00	449189	
UNIFIRST HOLDINGS INC	160.63	449249	
DE LAGE LANDEN PUBLIC FINANCE	140.00	449262	
CRAWFORD ELECTRIC SUPPLY COMPANY	172.63	449280	
ADVANCE AUTO PARTS	67.08	449281	
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	449288	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	39.04	449290	
EASTERN AVIATION FUELS INC	39,925.46	449295	
MEGAN LANDRY	13.40	449299	
SURVIVAL AIR SYSTEMS	450.70	449302	
			47,203.83**
SHERIFF'S FORFEITURE FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	717.95	449144	
			717.95**
MARINE DIVISION			
CITY OF NEDERLAND	10.00	449130	
RITTER @ HOME	368.99	449165	
C & I OIL COMPANY INC	2,871.60	449246	
			3,250.59**
			679,299.03***

AGENDA ITEM **August 6, 2018**

Consider, possibly approve, authorize the County Judge to execute, receive and file Flat Rate/Fixed Fee Contract for Professional Services between Jefferson County, Texas and the firm of Allison, Bass & Magee, L.L.P. for redistricting and reapportionment projects required after the census.

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RECEIVED JUL 23 2018

July 16, 2018

VIA REGULAR MAIL

Honorable Jeff Branick
Jefferson County Judge
Jefferson County Courthouse
1149 Pearl Street
Beaumont, Texas 77701

Re: Commissioners Court Precinct Redistricting

Dear Judge Branick:

The subject of this cover letter will be familiar with those elected officials who were in office ten years ago. For those who were not, the process known as "redistricting" is required after each federal census. The procedures are complex and somewhat confusing. We will do everything we can to explain the process and expedite your compliance.

Redistricting-What Is It and Why We Do It

The term "redistricting" or alternatively "reapportionment" means the procedure that is required of all governmental entities that elect their governing body membership by election from individual districts (single-member districts) to periodically reassess their boundaries, and the population within those boundaries, to accomplish two things:

1. Retain reasonable numerical balance in terms of all population (men, women and children, rather than registered voters) within each district or precinct relative the other districts or precincts, within a tolerance of (+) or (-) 10% from an ideal size for local governments. If a county for example, has 10,000 individuals counted as residents in the upcoming 2020 census, each of the four county commissioner precincts should have approximately 2,500 persons living in each precinct. (10,000 divided by four=2,500).

   In a typical county, however, the actual population of 10,000 persons will **not** be evenly distributed in the 2020 census count. Assume that Commissioners Court Precinct 1 has a population of 2,275 persons or 225 persons below the ideal size, Precinct 2 has a population of 2,500, exactly meeting the ideal, Precinct 3 has a population of 3,125 or 625 above the ideal size, and Precinct 4 has 2,100, or 400 below the ideal.

   The "range" of deviation from the ideal of 2,500 is determined by calculating the percentage of "deviation" from the ideal. Using the numbers above, Precinct 4 is the most underpopulated by 400 persons, which is 16% below the ideal. The largest

population above the ideal is in Precinct 3, with 625, or 34% above the ideal. If you add -16% and +34% together, disregarding the plus or minus sign from the ideal, you have a total deviation of 50%. The maximum permitted by law is 10%. The boundaries of the county in this example must be altered to "balance" the population between the four precincts so that the difference between the largest precinct and the smallest precinct does not exceed 10%. This is done by reducing the physical boundaries of those precincts above the ideal and enlarging the boundaries of those precincts under the ideal size. The process of enlarging or reducing the physical boundaries of a political entity to achieve population and demographic balance is called "reapportionment", since the population is being reallocated, or reapportioned among the four commissioners court precincts.

2. In rebalancing that population, additional care must be given under the Voting Rights Act of 1965 so that where minority residents within the jurisdiction compose a sizeable portion of the overall population, the boundaries drawn to accomplish numerical balance cannot either fragment, dilute or unfairly compact that minority population to restrict the minority's ability to have an impact on the outcome of an election within the commissioner precinct where the minority population is located. Minority populations cannot be

    a. "cracked", or "fragmented" meaning that large concentrations of minority voters cannot be divided into several commissioner precincts, rather than left intact in a single or even multiple commissioners court precincts.

    b. "packed", meaning where minority populations are sufficient in numbers to compose large percentages in more than one precinct are packed into a single precinct, or

    c. "stacked", meaning where minority groups are stacked together to make an apparent voting majority, but where historic trends of low registration and turnout make that apparent majority less significant if grouped with a single, high registration and turnout minority.

Following the Supreme Court decision in *Avery v. Midland County*, 390 U.S. 474; 88 S. Ct. 1114, 20 L. Ed. 2d 45 (1968), Texas Commissioners Courts have been required to make a periodic assessment of their political boundaries to determine whether the boundaries retain sufficient "one-person-one-vote" balance. This requirement is now carried forward in Article 42.001 of the Texas Election Code and has been extended to virtually all political bodies that elect representatives from special member districts, or geographic regions of the political jurisdiction in which the candidates for representative office must reside.

Therefore, following each federal census, each Texas county, city, school district or other political entity electing representative officers from geographic regions of the sub-division should conduct an assessment of existing political boundaries. It should be carefully noted that simple comparisons between the county population of 2000 and 2010, or even a more sophisticated analysis

of urban and rural areas of the county might not reflect the true extent of population "change" each County has experienced over the last ten years.

Population "change" from a prior census total population to a more current census total population may not directly correlate to "different" or "new" population. For example, existing populations within a county will move considerably within the county since the last census, particularly in a county experiencing significant population growth or decline A new subdivision may also cause movement within a county by a static population and require redrawing of political boundaries.

As a very general rule of thumb, any statistical change of population between the 2010 and 2020 census more than 3%, plus or minus, will indicate a likely need for redistricting in order to retain numerical balance between the governing body's representative districts. Only in rare circumstances will a county experiencing a population change in excess of 3% avoid the need for rather extensive reapportionment of the county Commissioners Court precinct lines.

However, any assumption that a population change of less than 3% will not require reapportionment is ill advised. Populations will shift within a county over time. Every county, city, school district or other political entity electing representative officers from geographic regions of the sub-division, even those with a rather insignificant overall population change, should carefully examine actual population demographics relative to their existing political lines to determine the need for reapportionment after each census.

That assessment must be done with the actual census block data. This census data, known as Public Law 94-171 files of the United States Census Bureau, allocates population to census blocks. Generally stated, these census blocks are defined by natural or man-made boundaries. Where these boundary lines close in an area, the population within that area is counted and broken into several demographic groups. Demographic data is then subject to being depicted in chart and graphic form for both total population as well as voting age population, and the racial profile of that population. By grouping census blocks together, voting precincts, and in turn all other elective precincts, including Commissioners Court, Justice of the Peace, or in cases of cities and school districts, wards and districts for the City Council and School board can be built. In turn, using the county election precincts as a basis, the larger State Representative, Senate, and Congressional districts can be assembled.

Using the guiding principle of "One-Person-One-Vote" balance between the four Commissioners Court Precincts, and the directives of the Voting Rights Act as a guide, each county will construct new political boundaries. These boundaries are based upon the entire county population, but the availability and analysis of voting age populations is also important.

Additional statutory requirements must also be kept in mind as election precincts are drafted. State law limits the size of election precincts to not less than 100 registered voters (counties under 100,000 in population may have as few as 50 registered voters, and upon petition by 25 registered voters, counties under 50,000 in population may have fewer than 50 registered voters in an election precinct), and not more than 5,000 registered voters per election precinct. (See §42.006, Texas Election Code, V.A.C.S.).

In counties inhabited by a significant minority population, the need to create one or more Commissioners Court Precincts that assure minority representation requires utilization of voting age information. While the actual political boundaries will be based upon total population, the viability of the resulting precinct in terms of the ability to elect requires analysis of voting age population.

Efforts to balance road mileage or to achieve other entirely practical adjustments of county boundaries can be included in the process but must be undertaken with great care to avoid unintended shifts of population which will either exceed the required numerical balance or violate the Voting Rights Act.

Because changes in Commissioners Court precinct boundaries will require modification of the individual election precincts making up each Commissioners Court precinct, there will also be changes in the Justice of the Peace/Constable precincts as a result of the modification of election precincts necessary to achieve the required level of precision necessary to balance population and address demographic requirements. As a result, all political boundaries in your county, from the Election Precinct to the Justice of the Peace and Commissioners Court Precincts will have to be evaluated and possibly revised. It is worth noting that only "representative" offices are subject to the one-person-one-vote requirement. Judicial offices are not required to be balanced by population. Justice of the Peace precincts are therefore not required to have the same number of residents, but these boundaries cannot be drafted in a manner that would violate the voting rights act, and as we have discussed above, changes in the underlying election precincts will have direct impact upon the Justice of the Peace precincts as well. For these reasons, many counties choose to use combinations of the Commissioners Court precincts as a basis for JP precincts to make voting administration easier and more understandable to the voter and more easily managed by election administration.

In prior years between 1972 and 2013, Texas political jurisdictions were required to submit any plan which affected election policies, practices, methods or procedures to the United States Department of Justice, Voting Rights Section, for review to determine whether or not that proposed change would have the effect of adversely affecting minority voting rights, and to obtain a finding that the proposed change would not have such an effect before the governmental entity could implement that change. This procedure, known as "pre-clearance" was required by Section 5 of the Voting Rights Act, 42 U.S.C. §1973c (now 52 U.S.C.A. §10304). In June of 2013, the United States Supreme Court held in *Shelby County, Alabama v. Holder*, 133 S.Ct. 2612, that the practice of "pre-clearance" was no longer operative. This decision held that the coverage formula which determined what jurisdictions were required to comply with the pre-clearance obligation was no longer necessarily valid and would require reconsideration and reauthorization by the Congress to determine if discriminatory practices were still being used to weaken minority voting rights. At this time, the Congress has not seen it necessary to reevaluate the need for pre-clearance procedures, so political jurisdictions are not required to submit any changes to the federal government before implementation. However, the state of voting rights law is in flux, and there are several pending cases that might result in further requirements, so we will need to be prepared for a potential re-imposition of this requirement

In any case, Section 2 of the Voting Rights Act remains fully functional. This section allows an interested party who believes a governmental entity has engaged in discriminatory practices that have the intent, ***or the effect*** of weakening minority voting rights to sue the

governmental entity to have a court examine the voting practice, policy or method to determine an alleged violation of the Voting Rights Act. Those plans, changes, policies, practices or methods that are found to be violative of the Voting Rights Act will subject the governmental unit to liability for all reasonable costs and attorney's fees necessary to redress the correction of the practice found to violate the Voting Rights Act, including Court Orders to revise, withdraw or otherwise cure the defect. Typically, if a violation of the law is found to exist, elections will be stayed pending a cure, so the expense of failing to comply with the law is prohibitive.

As a consequence, it is important that each county, as soon as practicable, identify and retain qualified expertise to assist the commissioners court in the analysis necessary to evaluate the existing boundaries, and where necessary to revise the numerical balance, to redraw such lines in a manner that will avoid potential claims of a violation of the Voting Rights Act or the U. S. Constitution.

STEPS IN REDISTRICTING

1. Identify current political boundaries, i.e. Commissioners Court and JP precincts for Counties, City Wards, school district wards, special district wards. Identify existing election precinct boundaries. The Texas Secretary of State maintains current data on each County. We will acquire this data and submit it back to the County for confirmation in advance of the release of redistricting data.

2. Locate all incumbent residence locations. Because continuity of political leadership is a valid governmental concern, it is permissible to take into account the retention of incumbent office holders in all but the most extreme cases. Every effort should be made to preserve political continuity in revising boundaries, but incumbent relocation has been required is rare cases.

3. Prepare for 2020 Census data. We will obtain in advance of the release of census data the format that will be used for data layout from the Census Bureau and will prepare tables, charts and maps using with mock data to field-test and conduct de-bugging of our analytical tools so that when the actual data is available, we have a proven method to reapportion your jurisdiction quickly and efficiently. The initial installment of our quoted fee will cover all of these preliminary steps.

4. April 2020-U.S. Census Bureau conducts population count.

5. January to February 2021-Census Bureau releases data. The relevant data for redistricting is known as the census data 5th count, which must be imported into computer files used to analyze the data.

6. April-May 2021: Analysis of population using existing boundaries with 2021 data, and preparation of a comprehensive "initial analysis" of your political boundaries to determine if redistricting is required. If our initial analysis reveals that your boundaries remain legally viable, you will have no obligation to proceed further, or to pay any more than our first installment.

7. Where our initial analysis reveals a legal obligation to redistrict, we will conduct reapportionment of Commissioners Court, Justice of the Peace and Election, approximately May through August, 2021.

8. Once the Commissioners Court boundaries are redrawn, we will conform election precincts to the new Commissioners Court boundaries and will also address city wards etc. This realignment of election precincts will also affect the boundaries of the Justice of the Peace/Constable precincts. August through September, 2021.

9. Congressional and state Legislative redistricting may impact some county precincts, requiring that some lines at the local level be redrawn following congressional and/or state legislative boundaries. All Political boundaries should be complete in time to allow for filing for public office in November, 2021.

OUR QUALIFICATIONS

The lawyers who compose the firm of Allison, Bass & Magee, LLP have more than 130 combined years of experience with redistricting. Jim Allison was on the Senate Staff of Barbara Jordan when Texas first came under the requirements of the Voting Rights Act and assisted in the state of Texas redistricting efforts during 1971. He was also on the staff of the Attorney General in 1981 and assisted in the redistricting work of the Texas Redistricting Board. He has successfully prepared and defended county redistricting plans since 1991. Bob Bass successfully defended his home county of Hale in voting rights litigation in 1978. The firm has been involved in redistricting preparation and litigation each redistricting cycle since 1983 and has provided legal representation in redistricting related matters to more Texas counties than any other law firm in the State of Texas.

Over the years, we have provided turn-key services to literally hundreds of separate political subdivisions. We are sensitive not only to the legal requirements of the process, but to the political and practical aspects as well. We strongly urge coordination between all political subdivisions located within a single county to increase ease of administration of county/city/school and special district elections. Our services include advance planning for the process, all necessary legal work, conducting public hearings, interaction with local interested parties and submission of the end-product reapportionment plan to state and federal authorities, and responding to any request for additional information. We coordinate with the Secretary of State's office in providing your new political boundaries to state election administrators and can provide assistance to your local election administrator in the implementation of the resulting reapportionment plan.

Our goal is to provide a complete, integrated, fixed fee program for political subdivisions to address the reapportionment process. We have provided similar programs since 1990 with complete success. To date, we have never failed to obtain a successful outcome for our client's reapportionment plans. We are pleased to offer once again what we believe to be the best support and service for your redistricting needs at the lowest possible price for a full-service program.

Our firm is notable for its "fixed fee" pricing structure. With the exception of the 12 more densely populated counties, the firm offers a pricing structure based upon the population of each county. This fee, detailed in the attached information, allows a county to budget the cost of

redistricting over as many as three (3) budget years. The larger counties may retain our services on an hourly rate basis.

We will provide a complete redistricting program for your needs pursuant to a flat rate/fixed-fee arrangement, so that you can spread the costs over several budget cycles:

FLAT RATE/FIXED FEE: Our fixed fee program requires no additional charges or expenses beyond our standard service agreement, ***with the exception of the publication cost of advertising public hearings and required notices***, which will be billed separately and outside of our fee. The Flat Rate/Fixed Fee cost for your county is set out below. This fee will include the actual cost of data acquisition, initial analysis and publication of a written assessment, consultation with commissioners' court, interaction with local interested parties, presentations at public hearings, travel and other related expenses that are required for each client. The Flat Rate/Fixed Fee is based upon the population of the jurisdiction, the complexity of the demographic population, the anticipated difficulty of the process, and the corresponding cost of servicing the account with travel costs, including travel time and expense, lodging, long distance telephone, and equipment needs. There is no formula that can predict all project costs. However, the only additional costs not covered by our fixed fee program are the costs of publication of any and all required public notices for the project, including newspaper, internet, or tele-conferencing costs. Other firms may submit proposals with a lower initial cost, but you should make sure that the proposal offers comparative services through a full and comprehensive program. Some proposals provide for only one hearing and one reapportionment plan. These proposals require additional fees for alternative plans and additional public hearings.

1. The flat rate option is broken into three funding periods, as detailed below:

    a. 1st Installment: An Initial Analysis Fee; This fee is based upon the County population, and ranges from $5,000.00 to $10,000.00. This Initial Analysis fee is due upon execution of our redistricting retainer agreement, and it will allow us to obtain from the County and the Secretary of State Elections Division, necessary data, such as existing political boundary files in electronic GIS data format, to develop templates for the receipt of 2020 census data, and eventually to acquire demographic data for your political entity, and to prepare an extensive written analysis of your current political boundaries within the context of the Voting Rights Act and state election law. Should our analysis of the 2020 census data reveal that your existing political boundaries are legally sufficient without change, the Initial Analysis fee will conclude our services, and you will not be required to redistrict under applicable law.

    Timeline for Initial Analysis: The 2020 Census will be conducted in April of 2020, with the release of the demographic data expected as early as February 2021. Contracts for redistricting analysis should be planned for an initial expenditure no later than during formulation of the 2020 Budget in 2019, with actual expenditures falling due in the 2020, 2021 and 2022 budget years.

    Your executed contract and the initial installment fee can be paid as early as October 31, 2018 but should be remitted ***not later than October 31, 2019*** to take advantage of our flat rate fee structure and to fully implement this plan.

b. 2nd Installment, due on or before October 31, 2021. The amount of this installment will be the stated total amount, less the initial analysis fee retainer, with the remaining balance divided by two. The bulk of the work required to implement the redistricting project will be completed between February and September 1, 2021, but considerable advance work is required to build the necessary data analysis tools, and to work with you to identify your goals, aspirations and objectives in advance of the actual redistricting.

c. 3rd Installment, due on or before October 31, 2022. The amount of this installment will be the remaining balance after subtraction from the total amount, less the initial retainer and the 2nd installment. All work necessary to the process will be completed well in advance of this date, which will fall into your third budget cycle from inception of the project.

All of our plans will include the same basic services. Our services will include:

1. An initial "workshop" conducted on site in your county to explain the process to members of the commissioners' court, and any staff or support personnel to be involved in the work. This work will be conducted following the receipt of a signed retainer agreement and payment of the 1st Installment. As we are able to determine the distribution of counties using our services, we will schedule these early meetings in an efficient manner. Preliminary steps will include the drafting of redistricting criteria by which the various redistricting or reapportionment plans will be scored or judged. This preliminary work may be performed, with our assistance, by the executive body of the political body, i.e. the Commissioners Court or by a Citizens Committee appointed to by the Commissioners court to assist the governing body. A citizens committee is sometimes utilized to avoid pollicization of the reapportionment process, and to relieve the elected body of the stress or pressure of the process.

2. Drafting of all required multi-language legal notices, documents and supporting charts and maps for all necessary hearings, procedures and implementation.

3. Once the census data is released in early 2021, we will conduct an "Initial Assessment" of your existing political boundaries to determine if these boundaries satisfy legal requirements imposed by either constitutional or statutory requirements. For example, the first determination is whether the 2020 population within existing boundaries remains within the so-called "one-person-one-vote" constitutional standard. This standard generally requires that each political boundary or precinct represented on the local government's governing body be roughly equal in terms of population. Over time, populations will grow, decline, or shift unequally within the political boundaries of the local governmental entity.

4. If the Initial Assessment reveals a need for reapportionment, we will make that determination and advise you of the need to redraw your political boundaries. Federal law requires that any change of political boundaries to address population equality must also satisfy the Voting Rights Act, which requires that population demographics be considered in the drafting of political boundaries to avoid adverse impact upon minority populations. Finally, the structure of political boundaries must also comply with applicable state law, which does not permit

overlapping election precincts pertaining to commissioner's court precincts, justice of the peace precincts, city wards in some cities, and a variety of other state concerns regarding the administration of elections within each affected political subdivision. Once again, we will guide you through this complex process.

5. Drafting, either by working directly with the Commissioners Court, or with a Citizens Committee appointed by the Commissioners Court, as many as three (3) alternative plans that will satisfy federal and state law, at no additional costs. The three (3) fully developed plans, with complete maps, charts and analysis are included in the Allison, Bass & Magee program. Should your needs require additional alternative plans beyond the three (3) contractual plans provided for, we will quote you a "per plan" fee in advance upon request. This "per plan" fee will include all maps, charts and analysis, in a similar format to those provided under the original contract. Any requested additional plan beyond the minimum three (3), will be billed at our cost, including cost of legal time, support staff, and printing/reproduction costs.

6. Present the alternative plans in not less than one, but no more than two separate public hearings conducted in suitable locations within the political jurisdiction being reapportioned.

7. Following receipt of public comment, we will assist you in the consideration, selection and adoption of a final reapportionment plan, and subsequently prepare all necessary documentation necessary to comply with state and federal law, including legal notice of any hearing in which adoption of a plan will be considered and the recording of the adopted plan to the Secretary of State. Even though the submission of a plan and all necessary documents and supporting information necessary for evaluation by the Department of Justice is no longer required, we strongly believe that the preparation of a comprehensive plan with supporting documentation is necessary to protect you and your tax-payers from possible litigation. Essentially the same level of preparation formerly followed for submission of the adopted plan to the United States Department of Justice for preclearance under the requirements of Section 5 the Voting Rights Act will be continued, but the need for actual submission and preclearance is no longer a requirement. The final product will be provided in a set of binders which should be filed of record in the Minutes of the Commissioners Court, and preserved for use in the event of any litigation regarding your adopted plan.

8. We will coordinate the final adopted plan with the Secretary of State's office to ensure compliance with state law requirements.

9. We will work with your election coordinator/administrator to implement the resulting voting plan for your jurisdiction and seek to coordinate your political boundaries with other political jurisdictions.

In our experience, most political entities prefer alternative proposals to address the variety of interests that are involved in the reapportionment process. Our program provides these options without additional unbudgeted costs. Reasonable reapportionment decisions require reasonable alternatives. Be aware that a lower priced program may unduly restrict the number of alternative plans you can consider.

Additionally, our proposal's payment schedule is in divided into three payments spread over at least three budget years. This spreads the costs of redistricting over future budgets as the services are provided. These payments are:

(1) an initial fee that will cover the cost incurred to acquire census data and to prepare that data for the Initial Assessment. The Initial Fee is due upon execution of a contract retaining our firm. To ensure availability of this program, enrollment must be executed by no later than October 31, 2020, ***but earlier agreements are encouraged, including entering into agreements now in your 2019-20 budget***. We have the capacity of handling a significant number of governmental entities, but we will be careful not to exceed our capacity, ***so first come will be first served***.

(2) a 2nd Installment that will be due October 31, 2021, at the completion of the pre-census preparation for a reapportionment plan.

(3) A 3rd Installment that will be due October 31, 2022, upon complete implementation of the reapportionment plan.

In the unusual circumstance of litigation, we will be available, under a separate contract, to provide legal counsel, expert testimony, or other support through all phases of litigation including appeal, if necessary, to the United States Supreme Court.

The cost of preparing and submitting a redistricting plan is dependent upon several factors, including the complexity of local demographics, communities of interest, and other political considerations. To a great extent, the degree to which all interested parties are able to reach a consensus will depend upon the quality of the advance planning and coordination of the project. While much of the initial public contact can be performed locally, it is usually to your advantage if our firm participates in that process. With our experience and state-of-the-art computerized mapping system, we can provide immediate responses to citizen and interest group inquiries and proposals.

As attested from the success of our past projects, we have the experience and expertise to successfully assist you in this difficult and complex process. We appreciate your interest in our firm and we would be pleased to have the opportunity to assist in this project. Should you wish to retain our firm, for purposes of conducting the initial assessment, and defer a decision on retention for full services till a later date, we have provided a contract for professional services for that purpose. If you are interested in more information, please let us know.

Sincerely,

James P. Allison Robert T. Bass J. Eric Magee

RTB/jm
Enclosures: Contract for Professional Services – Fixed Rate

cc: County Commissioners Court, Members

IN THE COMMISSIONERS COURT

OF

JEFFERSON COUNTY, TEXAS

FLAT RATE/FIXED FEE CONTRACT FOR PROFESSIONAL SERVICES

WHEREAS, under the provisions of the Texas Constitution and federal law, the governing body of a political entity with members elected from single member districts is responsible for the division of the political entity into precincts, districts or wards, and to conduct periodic reapportionment of such wards to accomplish fair representation and one-person-one-vote balance; and

WHEREAS, the apportionment of the population of the political entity must comply with state and federal statutory requirements regarding election administration and compliance with the Voting Rights Act; and

WHEREAS, professional assistance will assure that the obligations imposed by state or federal law are satisfied, and that the process is conducted in an orderly, efficient manner; and

WHEREAS, the firm of Allison, Bass & Magee, L.L.P. is prepared to provide all necessary professional services to assist the county in this effort;

Jefferson County, acting by and through its Commissioners Court and Allison, Bass and Magee, a Limited Liability Partnership, HEREBY AGREE to the following terms and conditions:

Section 1: STANDARD SERVICES

A. Allison, Bass & Magee, L.L.P. will provide all necessary services to successfully complete all redistricting projects assigned by the lawful authority of the County. These services include, but are not limited to, the following:

1. Conduct preliminary planning and assembly of information useful and necessary for the reapportionment of the County election subdivisions of the jurisdiction related thereto, which shall include the County Commissioners Court precincts, the County Justice of the Peace precincts, which include the offices for Constable, if any, and finally, the county election precincts, which make up both the Commissioners Court and Justice precincts.

2. Obtain preliminary population data from the U. S. Census Bureau for the 2020 federal census, and process that data in conformity with the existing county political boundaries data obtained from the Texas Secretary of State and confirmed by the County.

3. Prepare the necessary population and demographic analysis to evaluate existing political subdivisions of the county to ensure that the same meet all legal requirements under State and Federal law, and to provide a written report to the contracting governmental entity of all findings.

4. In the event existing political boundaries remain in compliance with state and federal law without the necessity of reapportionment following the 2020 census, Jefferson County and Allison, Bass & Magee, L.L.P. will conclude this agreement as provided in Section 2A below.

5. Should redistricting be legally required, Allison, Bass & Magee, L.L.P. will, working in conjunction with the County Commissioners Court or any designated citizens committee, prepare no less than THREE (3) ALTERNATIVE REAPPORTIONMENT PLANS, draft maps, proposals and notices to satisfy all statutory and constitutional requirements, and will be compensated as provided in Section 2B below.

6. Consult with the County Commissioners Court or its designated citizens advisory committee as needed by mail, telephone, email or facsimile, and will have a representative personally attend no fewer than THREE PHYSICAL APPEARANCES within the jurisdiction being reapportioned. These appearances will include a preliminary workshop with the Commissioners Court and/or the Citizens Committee, and not less than two (2) additional meetings with the designated authority to formulate and discuss each alternative plan devised by the Commissioners Court or Citizens Committee. One or either of these two additional meetings may include public hearings intended to present alternative plans to the general public.

7. Publicize, attend and participate in at least one (1) PUBLIC HEARING on proposed redistricting plans. The Public Hearing may be conducted on the same date as one of the two additional meetings referenced in paragraph 6.

8. After approval by the Commissioners Court of a reapportionment plan, prepare and file all necessary maps and other documentation to document for any future reference the details of the reapportionment plan, and to submit electronic (digital) files to the Texas Secretary of State for compliance with all state and federal law.

9. In the event litigation challenges any plan adopted by the County, Allison, Bass & Magee, L.L.P. will agree to provide such additional legal services and/or support as the parties may contract under separate agreement.

B. The contracting governmental entity agrees to provide access to all necessary records and personnel for this project and to fully cooperate with the Attorneys in this project.

Section 2: COMPENSATION

Jefferson County, contracting by and through its Commissioners Court agrees to compensate Allison, Bass & Magee, L.L.P. for its services as follows:

A. Initial Assessment:

Fee for preparing an Initial Assessment of existing political boundaries, including the costs of obtaining suitable 2020 Census Data, is $10,000. The Initial Assessment fee is due not later than October 31, 2020.

Should the Initial Assessment indicate that the existing political boundaries for the contracting governmental entity do not require redistricting under state and federal law, and that no legal basis exists for further reapportionment services, there will be no additional costs due beyond the Initial Assessment fee.

B. Further Reapportionment Proceedings Required

Should the Initial Assessment indicate that the existing political boundaries for the contracting governmental entity are unsuitable under state and federal law and services are provided for the reapportionment process, the 2nd Installment of $26,250 will be due on October 31, 2021.

Upon completion of the project, a final and 3rd Installment Fee of $26,250 will be due on October 31, 2022.

C. Total Fixed Fee- NOTE: ***The Fixed fee does not include the cost of publication or mailing of any notice that may be required by state or federal law. The contracting local governmental entity will bear the cost of such publication or mailing.***

The total fixed fee for services is $62,500.

EXECUTED on this 6th day of August, 2018.

BY: _____
Title: Jefferson County Judge

County Identification Number assigned to the contract as required by the Ethics Commission: _____

Allison, Bass & Magee, L.L.P.

BY: _____
Partner: Robert T. Bass

AGENDA ITEM **August 6, 2018**

Consider, possibly approve, authorize the County Judge to execute, receive and file Consent Form for Demolition of Unsafe Structure for the City of Beaumont for property located at 2185 Lela St., Beaumont, Texas.

BEAUMONT
TEXAS

CITY OF BEAUMONT
BUILDING CODES DIVISION
CONSENT FORM FOR DEMOLITION OF UNSAFE STRUCTURE

I, Jefferson County - _____, do hereby give the City of Beaumont, Jefferson County, Texas, my consent as owner of the property and structure identified below to demolish and remove said structure. In consideration for the demolition I agree as follows:

1. I understand that the demolition may result in ruts in the property and the potential of damage to real and personal property remaining on the property.

2. I hereby indemnify the City, its employees, officers and agent against any and all claims for injuries or damages arising from demolition on my property, expressly including injuries to persons or damages to real or personal property arising from negligence by the City, its employees, officers or agents.

***** **Any personal property should be removed immediately because the spoils from the demolition will be discarded according to city policies and procedures.**

PROPERTY DESCRIPTION:
2185 LELA ST
SILVER CITY L6 B13 ABSTRACT 059350

_____
Telephone Number

_____
Signature

JEFF R. Brandt
Signature
County Judge

Date: 08-06-2018

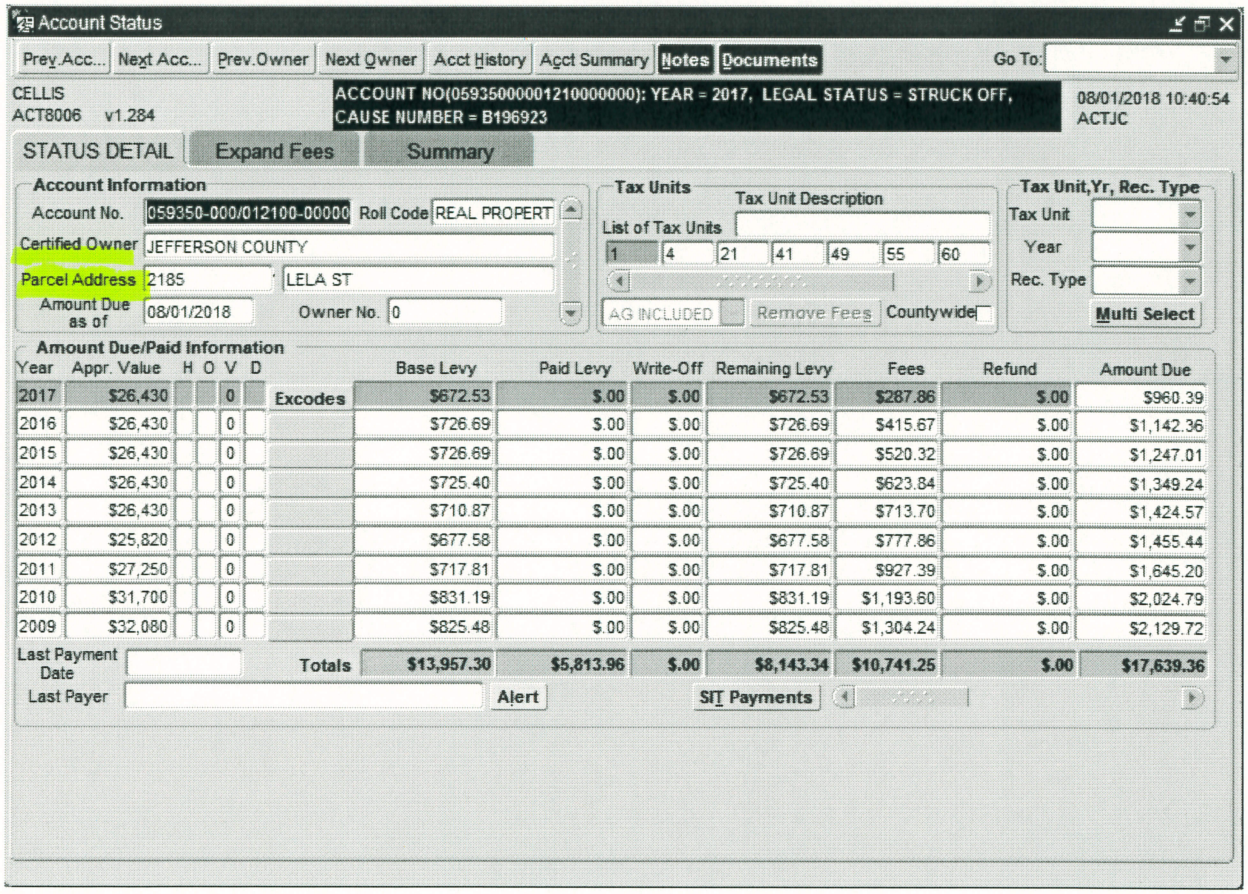
STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day appeared Jefferson County - Judge JEFF R. Brandt known to me to be the person(s) whose name(s) is (are) sub scribed to the foregoing instrument and acknowledged to me that he (they) executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of August, 2018.

Loma C George
Notary Public in and for
Feb. 7, 2019, **Texas**
My Commission Expires:

NOTARY PUBLIC STATE OF TEXAS
LOMA C. GEORGE
Notary Public State of Texas
Commission Expires
FEBRUARY 7, 2019



Account Status

Prev.Acc... | Next Acc... | Prev.Owner | Next Owner | Acct History | Acct Summary | Notes | Documents | Go To:

CELLIS
ACT8006 v1.284

ACCOUNT NO(0593500000012100000000): YEAR = 2017, LEGAL STATUS = STRUCK OFF, CAUSE NUMBER = B196923

08/01/2018 10:40:54
ACTJC

STATUS DETAIL | Expand Fees | Summary

Account Information

Account No. 059350-000/012100-00000 Roll Code REAL PROPERT
Certified Owner JEFFERSON COUNTY
Parcel Address 2185 LELA ST
Amount Due as of 08/01/2018 Owner No. 0

Tax Units

Tax Unit Description
List of Tax Units
1 4 21 41 49 55 60
AG INCLUDED | Remove Fees | Countywide

Tax Unit,Yr, Rec. Type

Tax Unit
Year
Rec. Type
Multi Select

Amount Due/Paid Information

Year	Appr. Value	H	O	V	D		Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2017	$26,430			0		Excodes	$672.53	$.00	$.00	$672.53	$287.86	$.00	$960.39
2016	$26,430			0			$726.69	$.00	$.00	$726.69	$415.67	$.00	$1,142.36
2015	$26,430			0			$726.69	$.00	$.00	$726.69	$520.32	$.00	$1,247.01
2014	$26,430			0			$725.40	$.00	$.00	$725.40	$623.84	$.00	$1,349.24
2013	$26,430			0			$710.87	$.00	$.00	$710.87	$713.70	$.00	$1,424.57
2012	$25,820			0			$677.58	$.00	$.00	$677.58	$777.86	$.00	$1,455.44
2011	$27,250			0			$717.81	$.00	$.00	$717.81	$927.39	$.00	$1,645.20
2010	$31,700			0			$831.19	$.00	$.00	$831.19	$1,193.60	$.00	$2,024.79
2009	$32,080			0			$825.48	$.00	$.00	$825.48	$1,304.24	$.00	$2,129.72
						Totals	$13,957.30	$5,813.96	$.00	$8,143.34	$10,741.25	$.00	$17,639.36

Last Payment Date
Last Payer
Alert
SIT Payments

Google Maps 2185 Lela St



Image capture: Dec 2011 © 2018 Google

Beaumont, Texas

Google, Inc.

Street View - Dec 2011

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Monday, July 23, 2018 8:07 AM
To: 'Commissioner Alfred' (ealfred@co.jefferson.tx.us)
Cc: Don Rao (drao@co.jefferson.tx.us); 'Commissioner Arnold'; 'Commissioner Weaver'; 'Commissioner Sinegal'; 'Judge Branick'; 'Ronda Conlin'; Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'Kenneth Minkins' (kminkins@co.jefferson.tx.us); Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); ggross@co.jefferson.tx.us
Subject: Replat into Lots 12A and 12B Haynes Addition

Commissioner Alfred ,

Attached is a PDF of a Replat of a 2.87 acre tract of land out of the Green Acres North Addition, recorded in volume 12, page 10 J.C.M.R into Lots 12A and 12B Haynes Addition. Located off of Oakdale Drive in Precinct #4. This plat is not within any ETJ and has met all of our platting requirements.
I will be placing this plat on the Agenda for Monday, August 6th, 2018.

If you have any questions please contact either Don or myself.

Pepe Dominguez

Pepe Dominguez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: peped@co.jefferson.tx.us

TAX CERTIFICATE

ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@CO.JEFFERSON.TX.US

Issued To:
HAYNES HORACE RUSSELL
8070 OAKDALE DR
BEAUMONT , TX 77705

Legal Description
12 GREEN AC NORTH 2.87

Fiduciary Number: 26519718

Parcel Address: 8070 OAKDALE DR
Legal Acres: 2.8700

Account Number: 024650-000/001400-00000

Certificate No: 235149199
Certificate Fee: $10.00
Parent No. 39000-/

Print Date: 07/19/2018
Paid Date:
Issue Date: 07/19/2018
Operator ID: CANDACEL

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2017. ALL TAXES ARE PAID IN FULL

Exemptions:
HOMESTEAD

Certified Owner:
HAYNES HORACE RUSSELL
8070 OAKDALE DR
BEAUMONT , TX 77705-8960

2017 Value:	118,730
2017 Levy:	$2,065.56
2017 Levy Balance:	$0.00
Prior Year Levy Balance:	$0.00
Total Levy Due:	$0.00
P&I + Attorney Fee:	$0.00
Total Amount Due:	$0.00

Certified Tax Unit(s):
1 JEFFERSON COUNTY
3 HAMSHIRE FANNETT ISD
49 DRAINAGE DISTRICT #6
55 SABINE-NECHES NAV. DIST.
86 EMER SER DISTRICT #4

Reference (GF) No: N/A

Issued By:
ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

COPY

FIELD NOTE DESCRIPTION:

Being a tract or parcel of land containing 2.87 acre out of the GREEN ACRES NORTH ADDITION, Jefferson County, Texas according to the Map or Plat thereof recorded in Volume 12, Page 10 of the Map Records of said Jefferson County, Texas, said 2.87 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a concrete monument found for corner in the North right-of-way line of a public road known as Oakdale Drive and being the Southeast of Lot Number 12, same being the Southwest corner of Lot 13, same being the Southeast corner of the tract of land herein described;

THENCE, North 85 deg. 32 min. 58 sec. West, along the North right-of-way line of said Oakdale Drive for a distance of 329.97 feet to a 1/2-inch iron rod with cap stamped "DISHON RPLS 5756" set for corner and being the Southeast corner of Lot Number 11, same being the Southwest corner of Lot Number 12;

THENCE, North 04 deg. 32 min. 59 sec. East, along the East line of said Lot Number 11, same being the West line of said Lot Number 12 for a distance of 367.12 feet to a 1/2-inch iron rod found for corner in the South line of a 48.69+- acre tract of land conveyed to Gloria Debes McClanahan by deed recorded in Jefferson County Clerk File Number 9429913 and being the Northeast corner of said Lot Number 11, same being the Northwest corner of said Lot Number 12;

THENCE, South 89 deg. 31 min. 30 sec. East, Basis of Bearings, along the South line of said McClanahan 48.69+- acre tract, same being the North line of said Lot Number 12, same being the North line of said GREEN ACRES NORTH ADDITION for a distance of 330.62 feet to a 1-inch iron pipe found for corner and being the Northwest corner of said Lot Number 13, same being the Northeast corner of said Lot Number 12;

THENCE, South 04 deg. 31 min. 22 sec. West, along the West line of said Lot Number 13, same being the East line of said Lot Number 12 for a distance of 390.04 feet to the POINT OF BEGINNING and containing 2.87 acre of land, more or less.

State Plane Coordinates

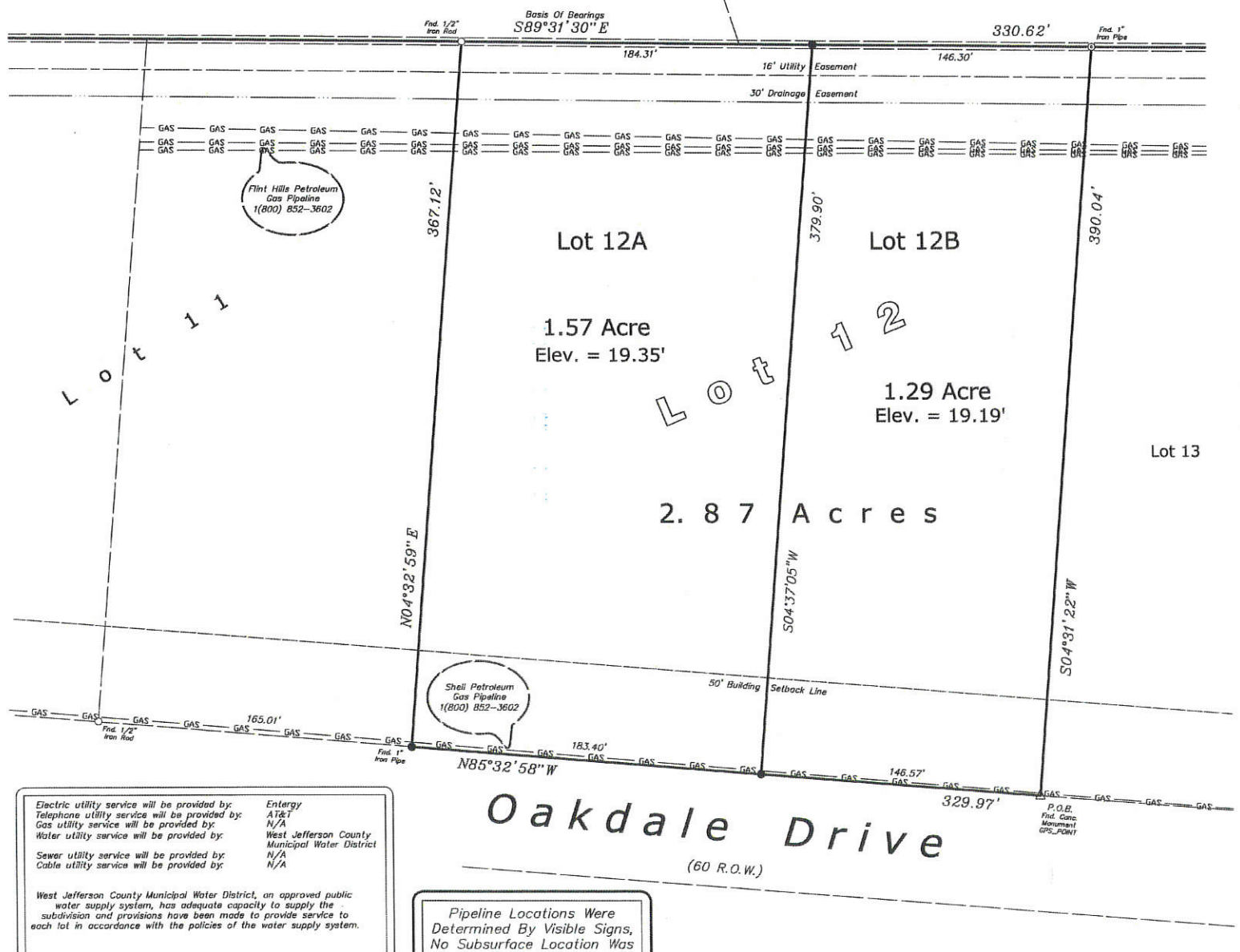
(Derived from Dishon_GIS>Database)

Point I.D. Haynes_GPS
Datum: NAD-83
Zone: Texas Central-4203
Horizontal Units: U.S. Survey Feet
Northing: 295,606.19158
Easting: 941,409.56446
Convergence: 3 deg. 28 min. 23 sec.
Scale Factor: 1.000012449

Set 1/2" Iron Rod W/Cap Stamped "DISHON RPLS 5756"

Gloria Debes McClanahan
48.69+- Acre Tract
J.C.C.F. # 9429913

Thomas Parker
16.250+- Acre Tract
J.C.C.F. # 1999031962



Electric utility service will be provided by:	Entergy
Telephone utility service will be provided by:	AT&T
Gas utility service will be provided by:	N/A
Water utility service will be provided by:	West Jefferson County Municipal Water District
Sewer utility service will be provided by:	N/A
Cable utility service will be provided by:	N/A

West Jefferson County Municipal Water District, an approved public water supply system, has adequate capacity to supply the subdivision and provisions have been made to provide service to each lot in accordance with the policies of the water supply system.

Water Supply Representative

Pipeline Locations Were Determined By Visible Signs, No Subsurface Location Was Performed

I, WESLEY C. DISHON, DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A TRUE AND ACCURATE SURVEY MADE UNDER MY DIRECT SUPERVISION, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT ALL VISIBLE PIPELINES, RIGHT-OF-WAYS, EASEMENTS AND ENCROACHMENTS ARE SHOWN HEREON.

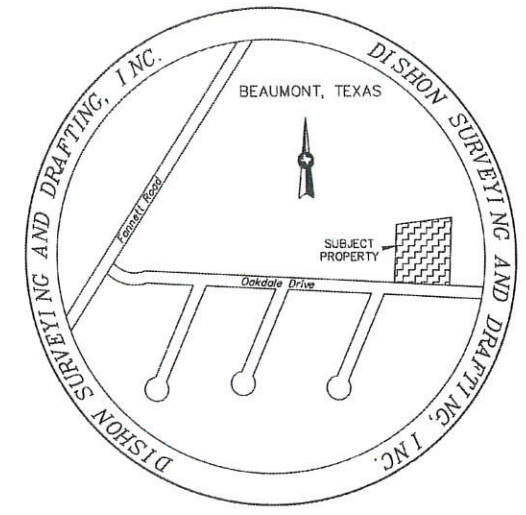
SCALE
1-INCH = 35 FEET

SURVEYORS CERTIFICATE:

STATE OF TEXAS REGISTERED WESLEY C. DISHON 5756 PROFESSIONAL LAND SURVEYOR

Wesley C. Dishon

WESLEY C. DISHON
TEXAS REGISTERED PROFESSIONAL
LAND SURVEYOR NUMBER 5756



VICINITY MAP
NOT TO SCALE

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Wesley C. Dishon KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 6th DAY OF March, 2017

Ronda C. Dishon
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

RONDA DISHON MY COMMISSION EXPIRES September 21, 2017

CERTIFICATE OF COUNTY APPROVAL, TO--WIT:

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE _____ DAY OF _____, A.D. 20__, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINT NO. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINT NO. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINT NO. 3
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINT NO. 4
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOWN ALL MEN BY THESE PRESENTS, THAT I RUSSELL HORACE HAYNES, OWNER OF LOT 12 OF GREEN ACRES NORTH ADDITION (VOLUME 12, PAGE 10 J.C.M.R.), A 2.87 ACRE TRACT OF LAND OUT OF THE J. C. LAWHON SURVEY, ABSTRACT NUMBER 35 AND THE MANUEL CHIRINO SURVEY, ABSTRACT NUMBER 10 TO BE KNOWN AS A REPLAT OF LOT 12 OF GREEN ACRES NORTH ADDITION (VOLUME 12, PAGE 10 J.C.M.R.) INTO LOT 12 AND LOT 12B OF GREEN ACRES NORTH ADDITION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO FORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS 19 DAY OF July A.D., 2017

Horace Russell Haynes
RUSSELL HORACE HAYNES, OWNER

ANN BERNARD Notary Public, State of Texas My Commission Expires October 10, 2018

CERTIFICATION OF COUNTY DIRECTOR OF ENGINEERING

I, _____, DIRECTOR OF ENGINEERING OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS.

DIRECTOR OF ENGINEERING

CERTIFICATE OF RECORDING, TO--WIT:

STATE OF TEXAS
COUNTY OF JEFFERSON

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT FORGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ AT _____ O'CLOCK ____M., AND DULY RECORDED ON THE _____ DAY OF _____, 20____ AT _____ O'CLOCK ____M., IN THE PLAT RECORDS OF JEFFERSON COUNTY, TEXAS IN BOOK _____, PAGE _____.

COUNTY CLERK OF JEFFERSON COUNTY, TEXAS

NOTES:

1) Bearings are based on the North line of Green Acres North Addition as being South 89 deg. 31 min. 30 sec. East, according to the Map or Plat thereof recorded in Volume 12, Page 10 of the Map records of said Jefferson County, Texas and is not referenced to the Texas Coordinate System.

2) According to the Federal Insurance Rate Map, Community Panel Number 480385-0265-C Dated: August 06, 2002, this property lies in Zone "AE". Location on map determined by scale on map. Actual field elevation not determined. Dishon Surveying & Drafting, Inc. does not warrant nor subscribe to the accuracy or scale of said maps.

3) Lot Numbers 12A & 12B have direct access to and from a publicly dedicated roadway, as shown hereon.

4) Not all easements or servitudes, whether of record or not, were researched at the time of this survey, nor shown hereon.

5) The utility easements shown hereon include the right to remove all trees within the easements as well as the right to trim overhanging trees or shrubs located on the property belonging to or being a part of this addition.

6) In addition to the utility easements shown hereon, there also exists on and across these lots a blanket easement to install, operate, and maintain electrical service to the residence situated on that lot.

7) All property corners are set 1/2" iron rods with plastic caps stamped "Dishon RPLS 5756" unless shown to be otherwise.

RE-PLAT

Subdividing of a 2.87 acre tract of land out of the Green Acres North Addition, Jefferson County, Texas according to the Map or Plat thereof recorded in Volume 12, Page 10 of the Map Records of said Jefferson County, Texas.

INTO

Lots 12A & 12B

Haynes Addition

DISHON
SURVEYING & DRAFTING, INC.
355 N. JOHN STREET--BRIDGE CITY, TX 77611
PH. (409) 735-2213 FAX (409) 735-2287

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Thursday, August 02, 2018 8:26 AM
To: 'Commissioner Weaver' (bweaver@co.jefferson.tx.us)
Cc: 'Commissioner Arnold' (eddiearnold@co.jefferson.tx.us); 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us); 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); Don Rao (drao@co.jefferson.tx.us); Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); 'Mike Trahan' (mtrahan@co.jefferson.tx.us); ggross@co.jefferson.tx.us; Kirk Farrelly (kfarrelly@cgpre.com); James (James@fausteng.com)
Subject: Labelle Properties, Ltd. Subdivision-Dollar General Highway 365
Attachments: Labelle Properties, Ltd. Subdivision_Comm Court.pdf; Dollar General 5. C3.0 Site Layout.pdf

Commissioner Weaver,

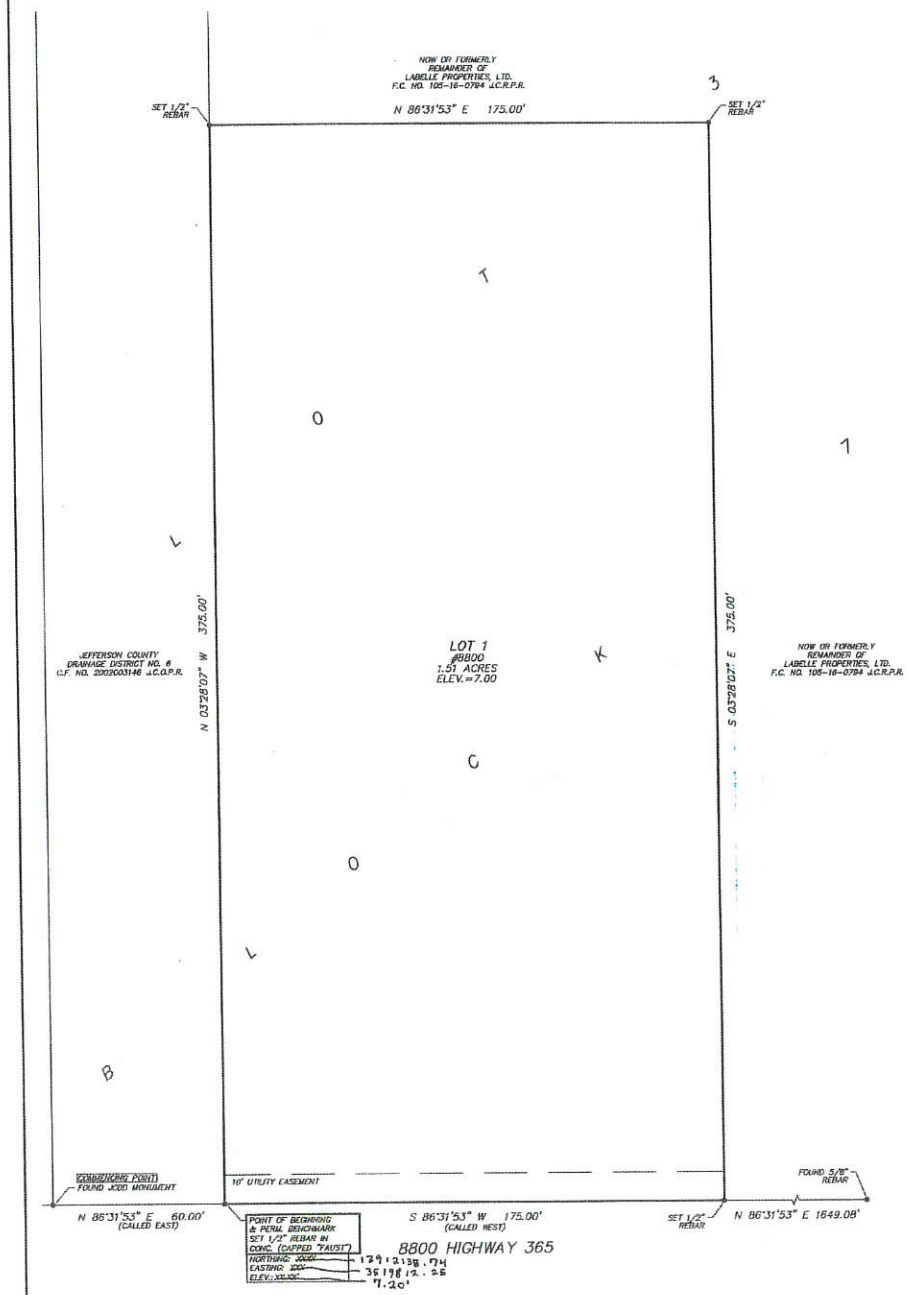
Attached are two PDF's; (1) Labelle Properties, Ltd. Subdivision, a 1.51 Acre tract out of Lot 3, Block 7 of the Orange Farms Subdivision, located off of Highway 365 in Precinct #2. (2) Is the property with the Dollar General site layout. This plat is in the City of Port Arthur ETJ, it was reviewed by the City of Port Arthur Planning & Zoning Commission and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, August 6th, 2018
If you have any questions please contact either Don or myself.

Pepe Dominguez

Pepe Dominguez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: peped@co.jefferson.tx.us

© 2018 FAUST Engineering and Surveying, Inc.
All rights reserved
THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY AND IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND THE UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.



STATE OF TEXAS, COUNTY OF JEFFERSON

Labelle Properties, LTD. By: Labelle General LLC, it's General Partner, President Craig J. Sherlock and Secretary Martin E. Broussard subdivided in the above and foregoing map of Labelle Properties, Ltd Subdivision, do hereby make subdivision of such property for and on behalf of Labelle Properties, LTD. By: Labelle General LLC, it's General Partner, dedicate to public use, as such, the streets, alleys, sidewalks, parks, and easements shown thereon forever; and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets, alleys and sidewalks dedicated, or occasioned by the alteration of the surface of any portion of streets, alleys or sidewalks to conform to such grades; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, all of the property subdivided in the above and foregoing map shall be restricted in its use, which restrictions shall run with the title of the property, and shall be enforceable, at the option of the city, county or any affected property owner, by injunctions, as follows:

(a) The drainage of septic tanks into any road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited.

(b) Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, shall be a minimum of 9 square feet (15-inch diameter pipe culvert) and/or designed in accordance with the Rational Method. Culverts or bridges must be used for driveways and/or walks.

IN TESTIMONY WHEREOF, the Labelle Properties, LTD. By: Labelle General LLC, it's General Partner has caused these presents to be signed by Craig J. Sherlock, its president, thereunto authorized, attested by its secretary Martin E. Broussard, and its common seal hereunto affixed this

30th day of July 20 18

ATTEST:

Secretary – Martin E. Broussard

President – Craig J. Sherlock
Labelle Properties, LTD.
By: Labelle General LLC, it's General Partner

STATE OF TEXAS COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared Craig J. Sherlock, known to me to be the person(s) whose name(s) is (or are) subscribed to the foregoing instrument, and acknowledged to me that he (or they) executed the same for the purposes and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of July A.D., 20 18

Notary Public in and for State of Texas

JOE E BROUSSARD
NOTARY PUBLIC, STATE OF TEXAS
MY COMM. EXP. 03/25/2022
NOTARY ID 730795-1

Jefferson County, Texas

Commission's certification:

This is to certify that the city planning and zoning commission of the City of Port Arthur, Texas, has approved this plat and subdivision of (name of subdivision) as shown hereon. IN TESTIMONY WHEREOF, witness the official signature of the chairman of the city planning and zoning commission of the City of Port Arthur, Texas,

this _____ day of

_____, A.D., 20_____.

Chairman

Secretary

Certificate of Recording, to wit:
STATE OF TEXAS
COUNTY OF JEFFERSON

I, _____, County Clerk of Jefferson County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____, 20 _____, at _____ o'clock ____m., and duly recorded on the _____ day of _____, 20 _____, at _____o'clock ____m., in the Plat Records of Jefferson County, Texas, in Book _____, Page _____.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

Electric utility service will be provided by: ENTERGY
Telephone utility service will be provided by: AT&T
Gas utility service will be provided by: NA
Water utility service will be provided by: WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT
Sewer utility service will be provided by: NA
Cable utility service will be provided by: NA

Certificate of County Approval, to-wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

Approved by the Commissioners Court of Jefferson County, Texas on the ____ day of _____, A.D. 20_____, authorizing the filing for record of this plat. Jefferson County assumes no obligations for the maintenance of streets, roads, drainage or any other improvements.

Commissioner Precinct No. 1
Jefferson County, Texas

Commissioner Precinct No. 2
Jefferson County, Texas

Commissioner Precinct No. 3
Jefferson County, Texas

Commissioner Precinct No. 4
Jefferson County, Texas

County Judge
Jefferson County, Texas

Certification of County Director of Engineering

I, _____ Director of Engineering of Jefferson County, do hereby certify that the plat of this subdivision complies with all existing rules and regulations of this office as adopted by the Commissioner's Court of Jefferson County, Texas

Director of Engineering

Certification of Surveyor:

I, Richard F. Faust, a Registered Professional Land Surveyor in the state of Texas certify that this plat has been prepared from and actual survey on the ground, that all corners were found or set as noted and that this plat correctly represents said survey by me and is in accordance with the Subdivision Regulations of Jefferson County.

Richard F. Faust, P.E., R.P.L.S.
Registered Professional Land Surveyor No. 4782
Engineering Firm Registration No. 4800
Surveying Firm Registration No. 100024-00

West Jefferson County Municipal Water District, an approved public water supply system, has adequate capacity to supply the subdivision and provisions have been made to provide service to each lot in accordance with the policies of the water supply system.

Water Supply Representative

Required Clear Space for an OSSF (On site Sewerage Facility)

Type of Facility	Usage Rate - Gallons per day (without water saving devices)	Required Clear Area for OSSF (sqft)	Usage Rate - Gallons per day (without water saving devices)	Required Clear Area for OSSF (sqft)
Single Family less than 1500 sqft	225	6428	180	5143
Single Family Less than 2500 sqft	300	8571	240	6857
Single Family less than 3500 sqft	375	10714	300	8571
Single Family less than 4500 sqft	450	12857	360	10286
Single Family less than 5500 sqft	525	12857	420	10288
Greater than 5500 sqft each additional 1500 sqft or increment	75		60	

Surveyor's certification:

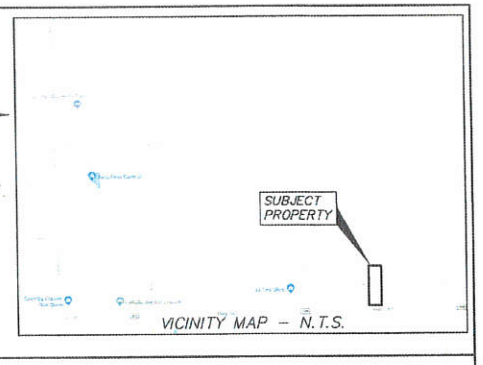
This is to certify that I, Richard F. Faust, a registered professional surveyor of the state, have platted the above subdivision from an actual survey on the ground; and that all block corners, angle points and points of curve are properly marked with iron rods (1/2" x 12"), that the locations and elevations of all benchmarks are correct as shown on this plat, and that this plat correctly represents that survey made by me.

Richard F. Faust, P.E., R.P.L.S.
Registered Professional Land Surveyor No. 4782
Engineering Firm Registration No. 4800
Surveying Firm Registration No. 100024-00

STATE OF TEXAS
RICHARD F. FAUST
4782
REGISTERED
PROFESSIONAL
LAND SURVEYOR

N

SCALE: 1"= 30'.



SURVEYOR NOTES:

1. ALL PROPERTY CORNERS ARE MARKED WITH A 1/2" REBAR SET AND CAPPED "FAUST" UNLESS SHOWN OTHERWISE.
2. IN ACCORDANCE WITH FLOOD INSURANCE RATE MAP (FIRM) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THE SUBJECT TRACT IS LOCATED IN FLOOD ZONE "A15". THE LOCATION OF THE PROPERTY WAS DETERMINED BY SCALE. ACTUAL FIELD ELEVATION WAS NOT DETERMINED, UNLESS REQUESTED. FAUST ENGINEERING AND SURVEYING, INC. DOES NOT WARRANT OR SUBSCRIBE TO THE ACCURACY OF SAID MAP. FLOOD ZONE "A15" IS DEFINED AS AN AREA INUNDATED BY 100 YEAR FLOODING. THE BASE FLOOD ELEVATION IS 9'.
3. BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS SOUTH CENTRAL ZONE, AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT 2011.
4. ELEVATIONS SHOWN ARE NAVD 1988.
5. NEW STRUCTURE IN THIS SUBDIVISION SHALL NOT BE OCCUPIED UNTIL CONNECTED TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.
6. NEW STRUCTURE IN THIS SUBDIVISION SHALL NOT BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.
7. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTING, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.
8. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF HAMSHIRE– FANNETT INDEPENDENT SCHOOL DISTRICT
9. ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.
10. A TOTAL OF 1 LOT WILL BE IN THE SUBDIVISION.
11. NEW CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY NOT BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

FIELD NOTE DESCRIPTION
FOR A
1.51 ACRE TRACT
OUT OF
LOT 3, BLOCK 7
ORANGE FARMS SUBDIVISION
JEFFERSON COUNTY, TEXAS

THAT CERTAIN 1.51 acre tract out of Lot 3, Block 7, of the Orange Farms Subdivision, as recorded in Volume 5, Page 45, of the Map Records of Jefferson County, Texas; said 1.51 acre tract being out of a tract conveyed to Labelle Properties, LTD. as described in Film Code Number 105-16-0794, of the Real Property Records of Jefferson County, Texas, and being more particularly described by metes and bounds as follows:

(BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS SOUTH CENTRAL ZONE, AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT 2011.)

COMMENCING at a Jefferson County Drainage District Monument found on the north line of Highway 365; said monument being a point on the east line of Lot 2, Block 7 of said Orange Farms Subdivision and the west line of Lot 3, Block 7 of said Orange Farms Subdivision;

THENCE North 86°31'53" East (called East) along the south line of said Lot 3 and the north line of said Highway 365, a distance of 60.00 feet to a 1/2" rebar set and capped "FAUST" for the southwest corner and POINT OF BEGINNING of tract herein described;

THENCE North 03°28'07" West, a distance of 375.00 feet to a 1/2" rebar set and capped "FAUST" for the northwest corner of the herein described tract;

THENCE North 86°31'53" East, a distance of 175.00 feet to a 1/2" rebar set and capped "FAUST" for the northeast corner of the herein described tract;

THENCE South 03°28'07" East, a distance of 375.00 feet to a ½" rebar set and capped "FAUST" on the north line of said Highway 365; said rebar being the southeast corner of the herein described tract;

THENCE South 86°31'53" West (called West) along the north line of said Highway 365, a distance of 175.00 feet to the POINT OF BEGINNING and containing 1.51 acres of land, more or less.

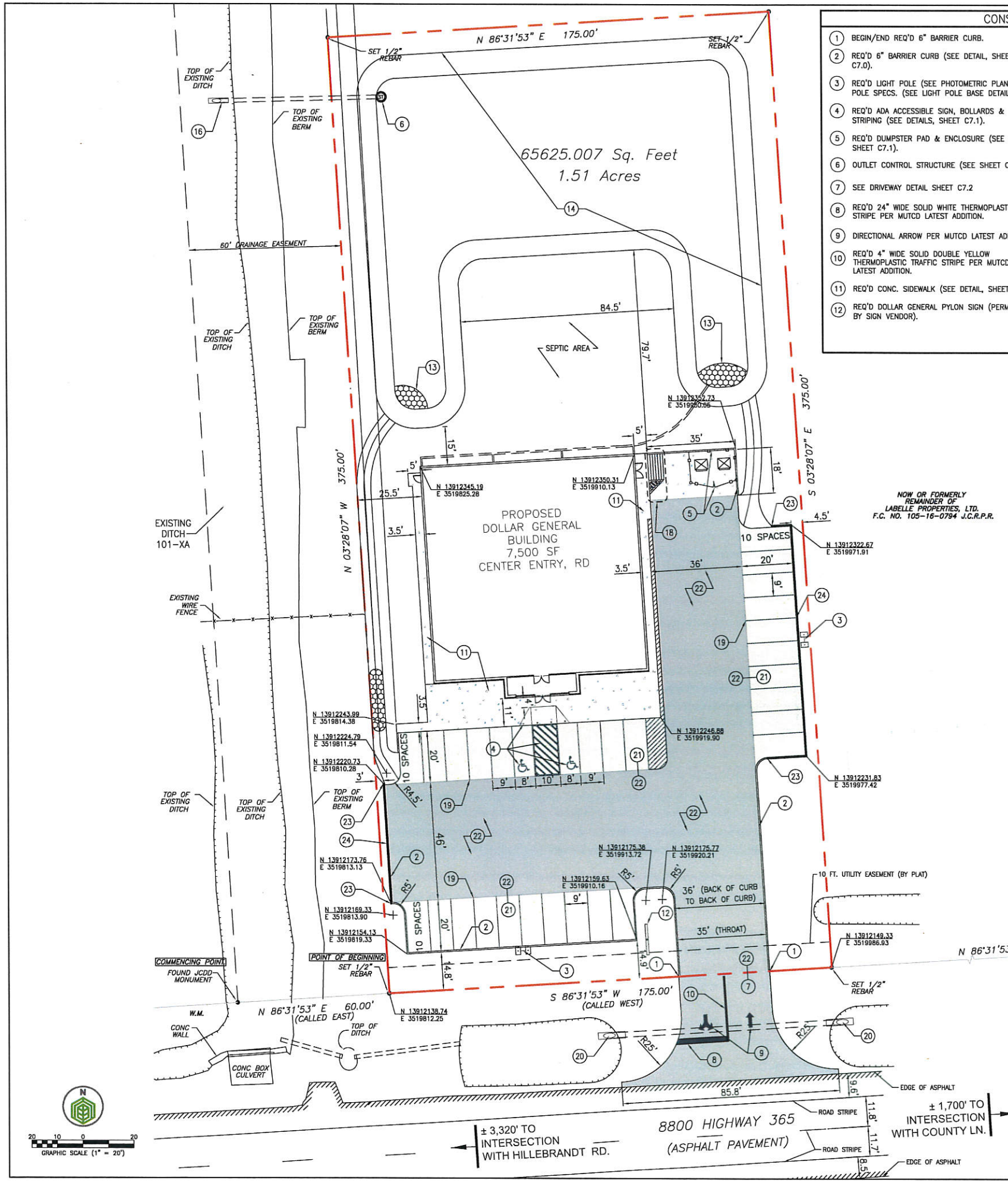
Labelle Properties, Ltd. Subdivision

A 1.51 ACRE TRACT OUT OF LOT 3, BLOCK 7 OF THE ORANGE FARMS SUBDIVISION JEFFERSON COUNTY, TEXAS

Faust
ENGINEERING AND SURVEYING, INC.

PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS
2525 CALDER STREET ✖ BEAUMONT, TEXAS 77702 ✖ (409) 813-3410
ENGINEERING FIRM NO. 4800 ✖ SURVEYING FIRM NO.100024-00

Date: March 9, 2018 *Census Tract: 113.04* *Project No. 1800455subd*



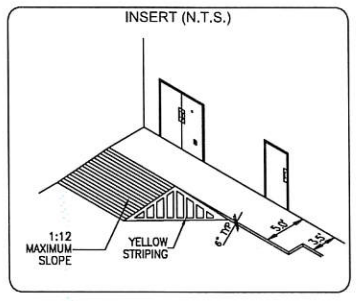
CONSTRUCTION LEGEND

1. BEGIN/END REQ'D 6" BARRIER CURB.
2. REQ'D 6" BARRIER CURB (SEE DETAIL, SHEET C7.0).
3. REQ'D LIGHT POLE (SEE PHOTOMETRIC PLAN FOR POLE SPECS. (SEE LIGHT POLE BASE DETAIL).
4. REQ'D ADA ACCESSIBLE SIGN, BOLLARDS & STRIPING (SEE DETAILS, SHEET C7.1).
5. REQ'D DUMPSTER PAD & ENCLOSURE (SEE DETAIL, SHEET C7.1).
6. OUTLET CONTROL STRUCTURE (SEE SHEET C4.0)
7. SEE DRIVEWAY DETAIL SHEET C7.2
8. REQ'D 24" WIDE SOLID WHITE THERMOPLASTIC STRIPE PER MUTCD LATEST ADDITION.
9. DIRECTIONAL ARROW PER MUTCD LATEST ADDITION.
10. REQ'D 4" WIDE SOLID DOUBLE YELLOW THERMOPLASTIC TRAFFIC STRIPE PER MUTCD LATEST ADDITION.
11. REQ'D CONC. SIDEWALK (SEE DETAIL, SHEET C7.1).
12. REQ'D DOLLAR GENERAL PYLON SIGN (PERMITTING BY SIGN VENDOR).
13. REQ'D RIP-RAP (18" OF COMMON DRY STONE RIP-RAP CLASS 30 LB. IN ACCORDANCE WITH TXDOT SPECS)
14. REQ'D DETENTION POND (SEE GRADING & DRAINAGE PLAN, SHEET C4.0)
15. REQ'D 12" X 24" CONCRETE SPLASH BLOCK
16. HEADWALL TREATMENT (SEE DETAIL, SHEET C7.0)
17. NOT IN USE
18. REQ'D LOADING ZONE (SEE DETAIL INSET, THIS SHEET)
19. REQ'D PARKING LOT STRIPING (SEE DETAIL INSET, THIS SHEET)
20. REQ'D PRECAST SAFETY END TREATMENT - TYPE II (SEE TXDOT DRAWING PSET-SP)
21. REQ'D LIGHT DUTY CONCRETE PAVING SECTION (SEE DETAIL, SHEET C7.0)
22. REQ'D HEAVY DUTY CONCRETE SECTION (SEE DETAIL, SHEET C7.0)
23. BEGIN/END HEADER CURB
24. REQ'D HEADER CURB (SEE DETAIL, SHEET C7.0)

SITE LAYOUT LEGEND

- CONCRETE SIDEWALK
- HEAVY DUTY PAVING
- STANDARD DUTY PAVING
- BOLLARD
- ADA ACCESSIBLE PARKING SYMBOL
- ADA ACCESSIBLE PARKING SIGNAGE

INSERT (N.T.S.)



YELLOW CURBING AND BOLLARD - PARKING LOT	SURFACES SHOULD BE CLEAN, DRY AND METAL SURFACES FREE OF HEAVY RUST 2 COATS SHERWIN WILLIAMS - KEM 4000 ACRYLIC ALKYD ENAMEL SAFETY YELLOW B55Y300
STRIPING - PARKING LOT	SURFACE SHOULD BE CLEAN, DRY. TOP COAT SHERWIN WILLIAMS - PROMAR TRAFFIC MARKING PAINT YELLOW TM5495.
HANDICAP STRIPING - PARKING LOT	SURFACE SHOULD BE CLEAN, DRY. TOP COAT SHERWIN WILLIAMS - PROMAR TRAFFIC MARKING PAINT "H.C." BLUE

SITE SUMMARY

SITE AREA: 1.51 acres
BUILDING SETBACKS:
FRONT: NONE
SIDE: NONE
REAR: NONE
ZONING: NONE
BUILDING AREA: 9,100 S.F.
PARKING REQUIRED: NONE
PARKING PROVIDED: 30
LANDSCAPING REQUIREMENTS: NONE
DRIVEWAY PERMIT REQUIRED: YES
DETENTION REQUIRED: YES

ASSUMES ALL UTILITIES ARE AVAILABLE TO THE SITE.

SITE NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR LAYING OUT THE WORK, VERIFYING ALL MEASUREMENTS AND GRADES AND REPORTING ANY DISCREPANCIES TO THE ENGINEER BEFORE STARTING CONSTRUCTION.
2. ANY WORK IN THE ROADWAY OR ADJACENT TO THE ROADWAY CAUSING AN INTERFERENCE TO VEHICULAR TRAFFIC REQUIRES PRIOR NOTIFICATION TO THE JEFFERSON COUNTY AND TXDOT TRAFFIC ENGINEERING DIVISION AND CONFORMITY TO THE REQUIREMENTS OF THE UNIFORM MANUAL ON TRAFFIC CONTROL DEVICES OF THE STATE OF TEXAS. THE CONTRACTOR MUST FURNISH ALL TRAFFIC SIGNS AND/OR BARRICADE AND MAINTAIN THEM DURING CONSTRUCTION ACTIVITY.
3. REFER TO BOUNDARY SURVEY FOR EXISTING MONUMENTS TO LAYOUT PROPERTY LINE.
4. BRING UP GRADE UNDER ALL PAVEMENT WITH STRUCTURAL FILL COMPACTED IN ACCORDANCE WITH SPECIFICATIONS.
5. ALL COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE COORDINATES AND ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE, AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT 2011.
6. CURB RADII ARE AS SHOWN HEREON.
7. ALL CONSTRUCTION SHALL CONFORM WITH APPLICABLE STATE, COUNTY AND CITY CONSTRUCTION STANDARDS AS IDENTIFIED IN THESE PLANS. THE CONTRACTOR SHALL MAINTAIN A CURRENT RELEASE OF THE STATE, COUNTY AND CITY LAND DEVELOPMENT STANDARDS MANUALS ON THE PROJECT SITE FOR REFERENCE DURING CONSTRUCTION OF THE PROJECT.
8. CONTRACTOR SHALL INSTALL ACCESSIBLE RAMPS PER ORANGE COUNTY AND ADA STANDARDS AT ALL DRIVE AND BUILDING LOCATIONS AS REQUIRED.
9. A SIGN PERMIT MUST BE OBTAINED PRIOR TO INSTALLATION OF STANDARD SIGN.
10. CONTRACTOR IS RESPONSIBLE FOR VERIFYING POSTAL DELIVERY METHOD WITH THE CITY OF BEAUMONT AND TXDOT. IF A PHYSICAL MAILBOX IS REQUIRED, THE CONTRACTOR IS RESPONSIBLE FOR THE PURCHASE, LOCATION PLACEMENT, AND INSTALLATION.

TRAFFIC CONTROL NOTES:

1. THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE LATEST EDITION OF PART VI OF THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE APPROVED TRAFFIC CONTROL PLAN FOR ALL CONSTRUCTION WITHIN WORK AREAS SHOWN AND DESCRIBED IN PART VI OF THE MUTCD.
2. PERMANENT ROADWAY SIGNS OR TEMPORARY CONSTRUCTION SIGNS WHICH ARE NOT APPLICABLE OR INAPPROPRIATE FOR THE CURRENT CONDITION SHALL BE COVERED OR REMOVED.
3. THE DIMENSIONS SHOWN OR DESCRIBED FOR LOCATING CONSTRUCTION SIGNS ARE NOMINAL. THE ACTUAL DIMENSIONS SHALL BE ADJUSTED TO BEST FIT LOCAL CONDITIONS AND PROVIDE MAXIMUM VISIBILITY.
4. IF TRAFFIC CONTROL DEVICES ARE NECESSARY FOR PROPER WARNING AND TRAFFIC CONTROL AFTER SUNSET, THEN AS A MINIMUM, TYPE "B" WARNING LIGHTS SHALL BE PLACED ON THE FIRST WARNING SIGN AND CHANNELIZING DRUM AND TYPE "A" REFLECTIVE SHEETING SHALL BE REQUIRED ON ALL SIGNS.
5. HAZARDOUS CONDITIONS ON OPEN ROADWAYS SUCH AS PAVEMENTS DROP-OFFS IN EXCESS OF 2', CONSTRUCTION MATERIALS, VEHICLES, OR EQUIPMENT STORED OR PLACED WITHIN THE ROADWAY RIGHT OF WAY; AND OPEN TRENCHES ACROSS OR NEAR THE ROADWAY SHALL NOT BE ALLOWED UNLESS THE CONTRACTOR IS ON SITE AND WORKING, AND PROPER TRAFFIC CONTROL MEASURES ARE BEING TAKEN.
6. THE CONTRACTOR SHALL KEEP OPEN ROADWAYS CLEAN AND FREE OF CONSTRUCTION DEBRIS, DIRT, LOOSE GRAVEL OR OTHER MATERIAL THAT MAY CAUSE HAZARDOUS DRIVING CONDITIONS.
7. TRAFFIC CONTROL DEVICES SHALL MEET THE STANDARD MATERIAL AND INSTALLATION REQUIREMENTS SPECIFIED IN THE CURRENT EDITION OF THE ALDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
8. ROADWAYS AND DRIVEWAYS SHALL REMAIN OPEN DURING CONSTRUCTION. CHANNELIZING DEVICES SHALL BE PLACED AT 10' ON CENTER ALONG MINIMUM 20' RADII TO CHANNELIZE TRAFFIC INTO AND OUT OF INTERSECTIONS, ROADS AND DRIVES WITHIN AREAS WHERE CHANNELIZING DEVICES ARE REQUIRED. TEMPORARY REGULATORY SIGNS SUCH AS STOP SIGNS AND YIELD SIGNS SHALL BE PLACED AS NECESSARY FOR PROPER TRAFFIC CONTROL IN ACCORDANCE WITH THE MUTCD.

RETAINING WALL NOTES:

1. RETAINING WALLS SHALL BE A TOTAL DESIGN BUILD BY THE CONTRACTOR. THE CONTRACTOR'S WALL DESIGNER/INSTALLER SHALL HAVE AT LEAST 10 YEARS OF EXPERIENCE IN THE DESIGN AND INSTALLATION OF SEGMENTAL RETAINING WALLS.
2. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, INCLUDING WALL DETAILS AND DESIGN PARAMETERS, STAMPED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR HIRING A GEOTECHNICAL ENGINEER TO PERFORM SITE EXPLORATION TO GATHER INFORMATION CONCERNING SUBSURFACE SOILS TO BE USED IN THE DESIGN OF THE WALL. A WALL SPECIFIC GEOTECHNICAL REPORT/LETTER STAMPED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS SHALL BE SUBMITTED ALONG WITH THE SHOP DRAWINGS.
4. CONTRACTOR SHALL NOTE THAT PROPOSED WALL WILL HAVE PARKING AND A DRAINAGE DITCH ADJACENT TO IT AND ALL SURCHARGE LOADING SHALL BE ACCOUNTED FOR IN THE DESIGN OF THE WALL.
5. WALL DESIGNER SHALL EVALUATE INTERNAL STABILITY, EXTERNAL STABILITY, AND OVERALL GLOBAL STABILITY FOR THE WALL DESIGN. SAFETY FACTORS FOR THE WALL DESIGN SHALL BE IN ACCORDANCE WITH NATIONAL CONCRETE MASONRY ASSOCIATION (NCMA) DESIGN MANUAL FOR SEGMENTAL RETAINING WALLS.
6. CONTRACTOR SHALL ACCOUNT FOR ANY DRAINAGE CONDITIONS OCCURRING ABOVE THE WALL SUCH AS A FLUME OR SWALE TO ELIMINATE DRAINAGE RUNOFF OVER THE TOP OF THE WALL.

CAPITAL GROWTH BUCHALTER
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CGB ENGINEERING, LLC
LICENSE NUMBER: F-18888

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SEAL
JAMES KIRKPATRICK FARRELLY
126495
SEAL DATE: 06/06/2018

REV.	DESCRIPTION	DATE
1.	JEFFERSON COUNTY DOR COMMENTS	06/06/2018

DOLLAR GENERAL
PROJECT NAME
7,500 SF CENTER ENTRY RD
BEAUMONT (FM 365), TEXAS
CAPITAL GROWTH BUCHALTER, INC.

SHEET TITLE: SITE LAYOUT PLAN
DATE: 05/20/2018
DRAWN BY: GPJ
CHECKED BY: JKF
SHEET NUMBER: C3.0
SEQUENCE: 5
TOTAL: 16

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704

Office (409) 835-8442
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eddiearnold@co.jefferson.tx.us

Eddie Arnold
Jefferson County
Commissioner Pct. #1

July 30, 2018

Loma George
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following agenda item on the Jefferson County Commissioners' Court Agenda under County Commissioners for August 6, 2018.

Request and possibly approve the permanent appointment of Greg Keller to Director Building Maintenance for the Beaumont building operations, which would include a salary increase from $70,000. to $72,500. or approximately 100% of the current salary range effective August 13, 2018.

Thank you,

Eddie Arnold

Eddie Arnold
County Commissioner, Pct. #1

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 6th day of August, 2018, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, ***Roberto L. Arrieta***, has devoted 9 years and 3 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***Roberto L. Arrieta***, has dedicated his talents and pledged his services as Maintenance Staff, for the Jefferson County Sheriff's Office; and

WHEREAS, ***Roberto L. Arrieta***, has pledged his services as Maintenance Staff at the Correctional Facility for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, ***Roberto L. Arrieta,*** 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, ***Roberto L. Arrieta,*** 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 ***Roberto L. Arrieta***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 6th day of August, 2018.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, August 06, 2018

There being no further business to come before the Court at this time, same is now here adjourned on this date, August 06, 2018