

*Notice of Meeting and Agenda and Minutes
October 15, 2018*

SPECIAL, 10/15/2018 1:30:00 PM

BE IT REMEMBERED that on October 15, 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 (ABSENT)

CHIEF SHAUMBURGER

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

THERESA GOODNESS, CHIEF DEPUTY

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

Notice of Meeting and Agenda and Minutes
October 15, 2018

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**
October 15, 2018

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **15th** day of **October 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:

2:00 P.M.-To receive a presentation of information from Marvin Ivey and Jim Asay regarding Port Arthur LNG.

INVOCATION: Eddie Arnold, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three

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PURCHASING:

1. Receive and file bid for (IFB 18-042/JW), Sale of (3) Parcels of Land (217.892 acres, 175.5 acres, 162.9 acres) for Jefferson County.

SEE ATTACHMENTS ON PAGES 7 - 28

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Approve specifications for Invitation for Bid (IFB 18-051/YS), Term Contract for Morgue Transport Service for Jefferson County.

SEE ATTACHMENTS ON PAGES 29 - 73

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 Invitation for Bid (IFB 18-052/YS), Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County.

SEE ATTACHMENTS ON PAGES 74 - 115

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

4. Consider and approve, execute, receive and file a contract extensions for (IFB 13-021/JW), Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County with Certified Laboratories, ICS Jail Supplies, Professional Polish, Inc., Sanitary Supply Company, Inc., and SupplyWorks for an additional three (3) weeks, to expire November 28, 2018.

SEE ATTACHMENTS ON PAGES 116 - 120

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

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CONSTABLE PRECINCT 2:

5. Consider and possibly approve the hiring of Everett D. Cormier, Sr. as a Deputy Constable with Constable Precinct 2 under the ASAP in accordance with Local Government Code (LGC) 86.011.

SEE ATTACHMENTS ON PAGES 121 - 121

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY AUDITOR:

6. Receive and file Amendment 1 of the Inter-local Cooperation Contract between Jefferson County, Texas and the Spindletop Center regarding Mental Health Liaison officers.

SEE ATTACHMENTS ON PAGES 122 - 138

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

7. Receive and file Texas State Social Security 218 agreement for Jefferson County, Texas.

SEE ATTACHMENTS ON PAGES 139 - 142

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

8. Consider and approve the Certified Roll Jurisdiction Summary Resolution for the tax roll for the tax year 2018 for Jefferson County.

SEE ATTACHMENTS ON PAGES 143 - 145

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

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9. Regular County Bills - check #451713 through checks #451980.

SEE ATTACHMENTS ON PAGES 146 - 155

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

COUNTY COMMISSIONERS:

10. Consider and possibly approve a Resolution authorizing the Application in the Texas Department of Agriculture Hog-Out Program for FY 2019.

SEE ATTACHMENTS ON PAGES 156 - 156

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

11. Consider and possibly approve Affiliation Agreement between Lamar Institute of Technology and Jefferson County Public Health Department (This is a renewal for Pharmacist students).

SEE ATTACHMENTS ON PAGES 157 - 162

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

12. Consider, possibly approve and authorize the County Judge to execute and Interlocal Contract between the Department of Information Resources and Jefferson County relating to the use of the DIR Shared Services Master Service Agreement.

SEE ATTACHMENTS ON PAGES 163 - 183

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

ADDENDUMS

Notice of Meeting and Agenda and Minutes
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13. Consider approving the request by the Texas GLO of a 6 month extension of the temporary housing program.

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY TREASURER:

14. Receive and File Investment Schedule for September, 2018 including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 184 - 186

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

ENGINEERING:

15. Consider and possibly approve a Minor Plat of Lot 1-1.500 Acres, Lot 2 – 2.000 Acres, Lot 3 -1.004 Acres out of and a part of a called 4.504 Acres, County Clerk File No. 2018011609, OPRJCT in the Shelby Corzine Survey Abstract No. 14, located off of Steinhagan Road in Precinct #4. This plat is within the Beaumont ETJ (extra-territorial jurisdiction) and has met with city approval as well as that of the Engineering Department.

SEE ATTACHMENTS ON PAGES 187 - 188

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**



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

September 10, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-042/JW, Sale of (3) Parcels of Land (217.892 acres, 175.5 acres, 162.9 acres) for Jefferson County. **Specifications for this project may be obtained from the Jefferson County Purchasing website at: <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

Only bids received from Bidders that are a non-profit and nationally recognized conservation group with at least ten (10) years of continuing operations in working with federal or state government wildlife conservation agencies for the preservation and use by the public of wildlife habitat will be considered.

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:	Sale of (3) Parcels of Land (217.892 acres, 175.5 acres, 162.9 acres) for Jefferson County
BID NO:	IFB 18-042/JW
DUE DATE/TIME:	11:00 AM CDT, Tuesday, October 9, 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 Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us.

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

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

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – September 12th & September 19th, 2018

IFB 18-042/JW

**Sale of (3) Parcels of Land (217.892 acres, 175.5 acres, 162.9 acres)
for Jefferson County**

Bids due: 11:00 AM CDT, Tuesday, October 9, 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.

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.

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

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

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

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

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

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

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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.

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. 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. 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 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 highest dollar offeror is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

9. 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.

10. 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.

11. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<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.

12. Changes and Addenda to Bid Documents

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

13. Specifications

Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. 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.

15. Currency

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

16. 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.

17. 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.

18. Definitions

"County" – Jefferson County, Texas.

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

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.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Assistant Purchasing Agent via e-mail at: jwest@co.jefferson.tx.us, or phone: 409-835-8593, regarding any questions or comments. Please reference bid number IFB 18-042/JW.

Objective

Jefferson County seeks to sell (3) Parcels of land.

Parcel No. 1: 217.892 acres, at Section 263, Abstract No. 358

All acres of this property are located in Jefferson County, Texas

Legal Description:

Being 217.892 acres, more or less, out of the T&NO RR Company Survey, Section No. 263, Abstract No. 358, Jefferson County, Texas, more particularly described as follows:

Beginning at the southwest corner of said T&NO RR Company Survey, Section No. 263, Abstract No. 358, said point being also on the north line of the S. A. Pannell Survey, Abstract No. 573, and also being the southeast corner of the T&NO RR Company Survey, Section No. 264, Abstract No. 516;

Thence north 87 deg. 10' 26" east, along the south line of Section 263 and along the north line of the S. A. Pannell Survey, A-573, a distance of 5,300 feet to the southeast corner of the T&NO RR Company Survey, Section 263, Abstract No. 358; said point also being in the west line of the W. J. Bryan Survey, Abstract No. 560;

Thence north 02 deg. 44' 00" west, along the east line of the T&NO RR Company Survey, Section 263, Abstract No. 358 and the west line of the W. J. Bryan Survey, Abstract No. 560, a distance of 3,123.28 feet, more or less, to a point for corner;

Thence south 60 deg 29' 56" west, parallel to the centerline of the Gulf Intracoastal Waterway, a distance of 5,936.11 feet, to a point in the west line of T&NO RR Company Survey, Section 263, Abstract No. 358, said point also being in the east line of the T&NO RR Company Survey, Section 264, Abstract No. 516;

Thence south 02 deg. 44' 00" east a distance of 458.38 feet to the point of beginning, containing 217.892 acres, more or less.

Access: Essentially None - While there is a private road extending northeast-southwest and paralleling the southeast side of the GIWW, this is within the strip of land retained by the grantors of the 217.892 acres when they conveyed title to Jefferson County. There is no provision in the conveying deed to acknowledge or grant access from the road within the retained strip to the conveyed 217.892 acres.

See Exhibit A (Pages 12-14) for additional information regarding this parcel of land.

Parcel No. 2: 175.5 acres

173.7 acres of this property is located in Chambers County, Texas
 1.8 acres of this property is located in Jefferson County, Texas
 Refer to Plat – Vol. 5, Pg. 20, Deed Number: 1999046234

Parcel No. 3: 162.9 acres

112.5 acres of this property is located in Chambers County, Texas
 50.4 acres of this property is located in Jefferson County, Texas
 Refer to Plat – Vol. 5, Pg. 20, Deed Number: 1999015300

Legal Descriptions (Parcel No. 2 & 3):

As depicted within the following exhibits, the north subject parcel is triangular in shape. According to the map filed of record (Volume 24 Page 286 of the Deed Records of Chambers County), the north parcel is identified as Tract or Section No. 1 of the subdivision of the John B. Murray Survey, Abstract No. 461 and the Mrs. A. J. Wynne Survey, Abstract No. 462 in Chambers County, and Abstract No. 553 in Jefferson County, Texas. This shows the south or east-west line of the subject parcel is 6,023 feet in length. The northwest line is 3,258.3 feet while the northeast line is 4737.5 feet. Though the conveying deed into the County identifies the land area as 162.8 acres, the Preliminary Survey Plat or Map drawn by the U.S. Fish and Wildlife Service identifies this parcel as having 175.5 acres (Tract 3b with 175.0 acres and Tract 3a with 0.5 acres). According to the Statement of Work provided by the appraiser by the AVSO representative: "For the purpose of this appraisal, the acreages as calculated by the FWS Land Surveyor are to be utilized". The second portion evaluated herein as a part of the Larger Parcel is situated approximately 986 feet south of the above described Lot or Tract 1.

Referencing the same plat of record, this south subject property is shown as 38 Tract or Section No. 3 of the subdivision. Considered north-south, the west line is 847 feet while the diagonal east boundary line is 1,542 feet. The north line extends east-west for 7,702 feet while the south line measures 9,050 feet. Again, the conveying deed into the County identifies the land area as 162.8 acres, but the Preliminary Survey Plat or Map drawn by the U.S. Fish and Wildlife Service identifies this parcel as having 162.90 acres (Tract 3d with 112.5 acres and Tract 3c with 50.4 acres). By legal instructions, the acreages calculated by the USFWS Land Surveyor are to be utilized.

Therefore, the Larger Parcel considered herein is as follows:

North Portion 175.5 Acres
 South Portion 162.9 Acres

Boat Access Only: As noted above, the west stretch of Mud Bayou enters the west end of the north parcel, Tract (3b), and this is reported as usable by a flat bottom boat or airboat during higher tides or with sufficient rainy conditions. The east side, or better stated northeast side, of Tract (3b) and (3a) is accessible from the other stretch of Mud Bayou as it leaves the GIWW and meanders in and out of the northeast boundary line of the subject parcel. Reportedly, this east stretch of Mud Bayou is more reliable access since it commonly has sufficient water to allow ingress and egress by a shallow draft boat or airboat. By using the east stretch of the widely meandering Mud Bayou, the other portion of the subject property, Tract (3c), is reached. Otherwise, interior access to other portions of the subject parcels is by airboat or perhaps a marsh buggy and, accordingly, tenuous.

See Exhibit B (Page 14-17) for additional information regarding these parcels of land.

Additional Terms

Jefferson County has determined that the above-identified land parcels will be put up for public sale and will consider offers from potential buyers (who meet the below qualifications) for the sale of the parcel.

Bidder Qualifications: Only bids received from Bidders that are a non-profit and nationally recognized conservation group with at least ten (10) years of continuing operations in working with federal or state government wildlife conservation agencies for the preservation and use by the public of wildlife habitat will be considered.

Jefferson County reserves the right to reject any or all offers to buy the property or properties and to provide preference to a governmental agency or a not-for-profit that is supporting the needs of the County. The County further reserves the right, that if the land is not sold, to dispose of the property as it sees fit.

The property described in this Invitation for Bid is sold "as is, where is."

Road access to any of these properties through private property cannot be guaranteed by the County.

The successful bidder will be required to provide a **NON-REFUNDABLE** "earnest money" deposit equal to at least one percent (1%) of the offering price to the County within (2) two working days of notification of award of the right to buy the property. Closing of the property must be completed within sixty (60) days of notification of award.

All offers must be submitted on the official bid form included as part of this IFB.

Please note that this IFB is not seeking an agent to represent the County in the offering for sale of property and no agent shall receive payment, fees, etc., from the accepted price to be paid for the property.

Along with the required number of copies (original & two completed copies) of this bid specifications packet, Bidder must attach a letter to this bid proposal that includes the following:

- Name of Non-Profit Organization
- Proof of Non-Profit Status
- Contact Person & Contact Information
- Description of your organization's history with working with federal or state government wildlife conservation agency
- Description of intended use of the property described in this invitation for bid

Closing Cost

The successful bidder shall be responsible for appraisal fee for the tract and shall pay all costs to close the transaction.

Mineral Rights

All mineral rights shall remain the property of Jefferson County.

Bidder Information Form

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

Bid Name & Number: IFB 18-042/JW, Sale of (3) Parcels of Land
(217.892 acres, 175.5 acres, 162.9 acres) for Jefferson County

Bidder's Company/Business Name: The Conservation Fund, a Maryland non-profit corporation

Bidder's TAX ID Number: 52-1388917

Contact Person: Julie Shackelford **Title:** Texas Programs Director

Phone Number (with area code): 936-468-5490

Alternate Phone Number if available (with area code): 936-585-3311

Fax Number (with area code): _____

Email Address: julieshackelford@conservationfund.org

Mailing Address:

2900 Raguet Street

Address

Nacogdoches, Texas 75965

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to purchase property as described within these specifications, 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:

The Conservation Fund _____

For clarification of this offer, contact:

Company Name _____

1655 N. Fort Myer Drive, Suite 1300 _____

Julie Shackelford _____

Address _____

Name _____

Arlington _____ Virginia _____ 22209 _____

936-468-5490 _____

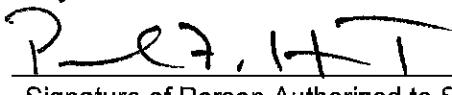
City _____

State _____

Zip _____

Phone _____

Fax _____



Signature of Person Authorized to Sign _____

julieshackelford@conservationfund.org _____

E-mail _____

Paul F. Hurt _____

Printed Name _____

Deputy General Counsel & Assistant Secretary _____

Title _____

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following parcel(s) of land: Parcel No. 1 217.892 acres,
Parcel No. 2 175.5 acres, and Parcel No. 3 162.9 acres

The Contractor is now bound to purchase the property 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.

The contract shall henceforth be referred to as Contract No. 18-042/JW

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Bid Item No. 1 – Description:	Bid Amount (Please Print Clearly)
Parcel No. 1: 217.892 acres at Section 263, Abstract No. 358	\$ 130,735 . 00
Bid Item No. 2 – Description:	Bid Amount (Please Print Clearly)
Parcel No. 2: 175.5 acres Refer to Plat – Vol. 5, Pg. 20, Deed Number: 1999046234	\$ 131,625 . 00
Bid Item No. 3 – Description:	Bid Amount (Please Print Clearly)
Parcel No. 3: 162.9 acres Refer to Plat – Vol. 5, Pg. 20, Deed Number: 1999015300	\$ 110,640 . 00

Only bids received from Bidders that are a non-profit and nationally recognized conservation group with at least ten (10) years of continuing operations in working with federal or state government wildlife conservation agencies for the preservation and use by the public of wildlife habitat will be considered.

Bidder, please attach a letter to your bid submission that includes the following:

- Name of Non-Profit Organization
- Proof of Non-Profit Status
- Contact Person & Contact Information
- Description of your organization's history with working with federal or state government wildlife conservation agency
- Description of intended use of the property described in this invitation for bid

The successful bidder will be required to provide a NON-REFUNDABLE "earnest money" deposit equal to at least one percent (1%) of the offering price to the County within (2) two working days of notification of award of the right to buy the property. Closing of the property must be completed within sixty (60) days of notification of award.

Payment shall be made by the successful bidder on day of closing by guaranteed funds.

Payment will be made to:

Jefferson County Auditor
Patrick Swain
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____
Addendum 2 _____ Date Received _____
Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

EXHIBIT A

UNITED STATES DEPARTMENT OF THE
INTERIOR FISH AND WILDLIFE SERVICE
McFADDIN NATIONAL WILDLIFE REFUGE
A. M. PHELAN ET AL
TRACT (23)

217.892 ACRES
JEFFERSON COUNTY, TEXAS

0 2000 4000 6000 8000 FEET

A-357

A-525

264

263

A. M. PHELAN

A-358

A-358

A-516

A-560

N = 0000022
E = 000000000

INTRACOASTAL CANAL

TRACT (23)

300 FEET CHARTED FOR SURVEY PURPOSES

1 2 3

A-573

U.S.A.

U.S.A.
U.S.A.

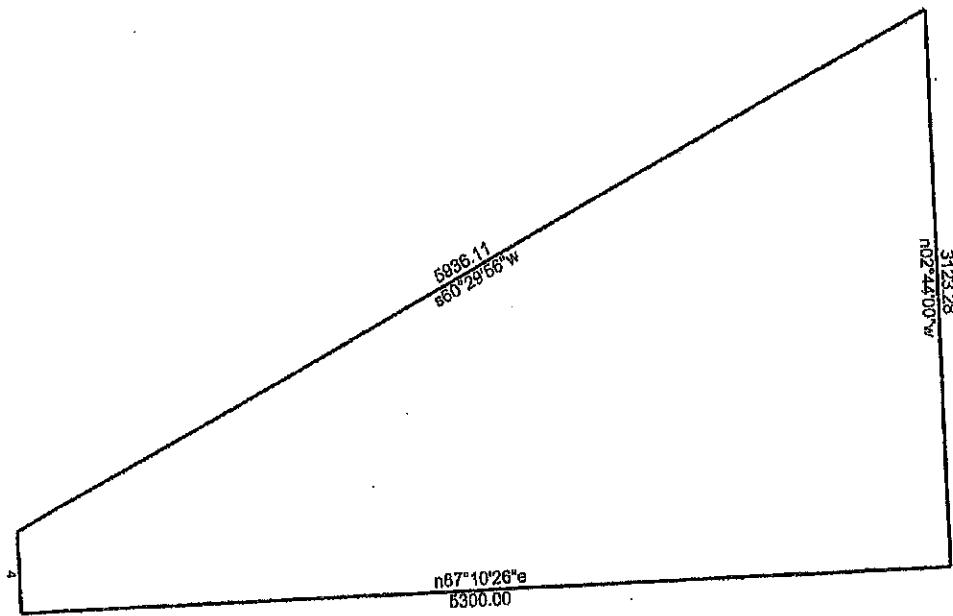
2002:

- ① SET STANDARD FISH & WILDLIFE ALUMINUM CAP ON 5/8" REBAR
- ② FND. STANDARDIZED ALUMINUM CAP IN CONCRETE IN 4" PVC PIPE
- ③ 60-FOOT WIDE GAS/OIL CASINGMENT TO UNITED GAS COMPANY AND SOURLOCK OIL COMPANY

2003:

1. THIS PLAT WAS COMPILED FROM AN ACTUAL GROUND SURVEY BY THE FISH AND WILDLIFE SERVICE USING A PREVIOUS SURVEY BY D.G. SHINE OF TRACT 10 OF MARYDORF FARM DONE IN 1978 FOR CONTROL.
2. AREA CALCULATIONS ARE BASED ON GRID MEASUREMENTS.
3. COMBINED SCALE FACTOR USED = 0.0000753
4. THETA ANGLE USED = +2° 21' 38"

COR	COURSE	DISTANCE
1	S 02° 44' 00" E	438.38'
2	N 07° 10' 25" E	5300.00'
3	N 02° 44' 00" W	3123.28'
4	S 00° 29' 56" W	5938.11'
1		



Jefferson County East Tract: 217.892 Acres

05/03/2018

Scale: 1 inch= 1000 feet File:

Tract 1: 217.8022 Acres, Closure: n00.0000a 0.00 ft. (1/999999), Perimeter=14818 ft.

01 n87.1026e 5300.00

02 n02.4400w 3123.28

03 s60.2956w 5936.11 EXHIBIT A - (IFB 18-042/JW), Sale of (3) Parcels of Land (217.892 acres, 175.5 acres, 162.9 acres) for Jefferson County Page 13 of 17
04 s02.4400e 458.38

EXHIBIT B

173.7 acres
of this property is
located in Chambers County, TX

175.5 total acres

Refer to plat- Vol. 5, Pg. 20
Deed number- 1999046234

162.9 total acres

Refer to plat- Vol. 5, pg. 20
Deed number- 1999015300

112.5 acres
of this property is
located in Chambers County, TX

Chambers County

1.8 acres
of this property is
located in Jefferson County, TX

50.4 acres
of this property is
located in Jefferson County, TX

Chambers County

EXHIBIT B
(Continued)

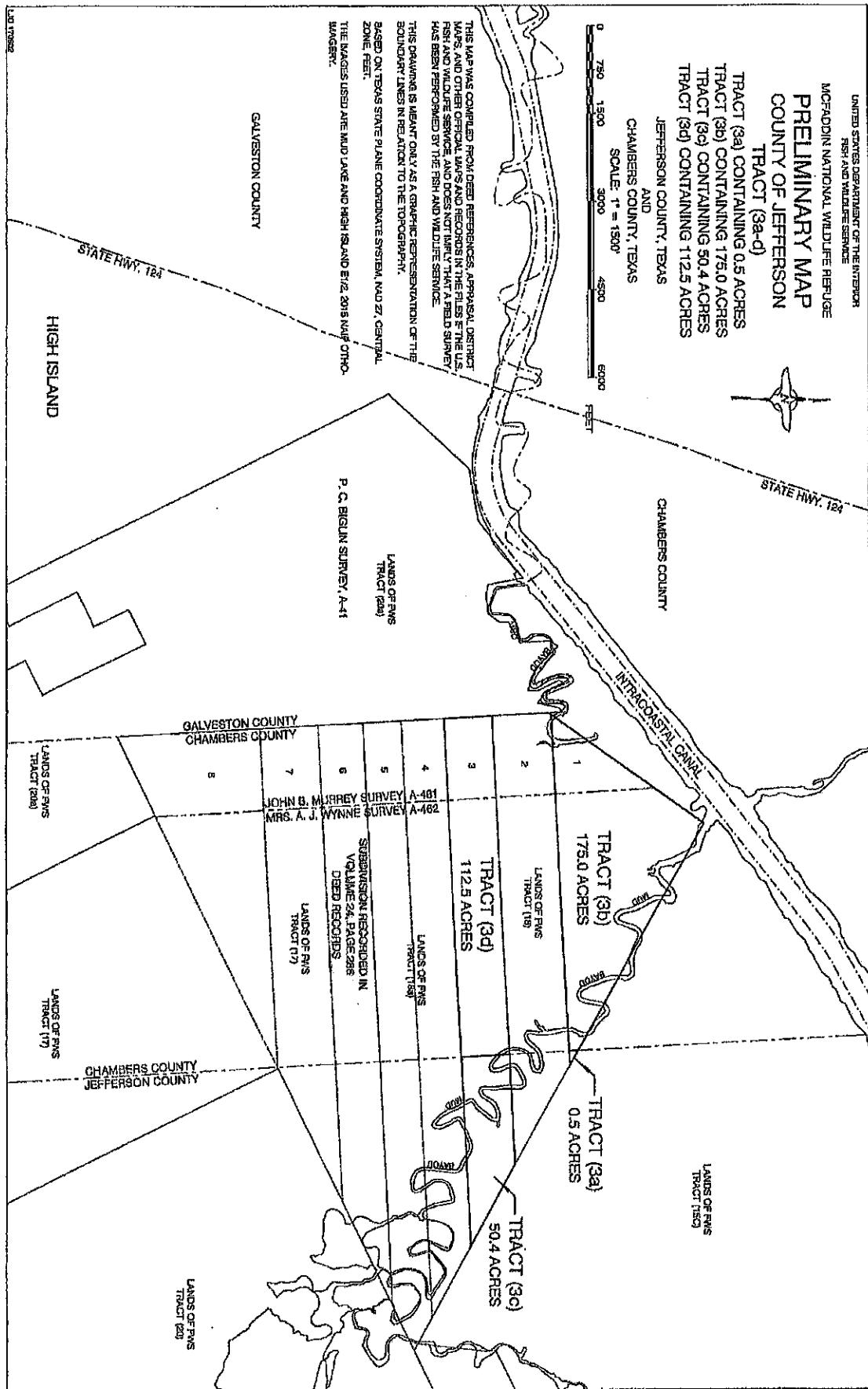


EXHIBIT B
(Continued)

23

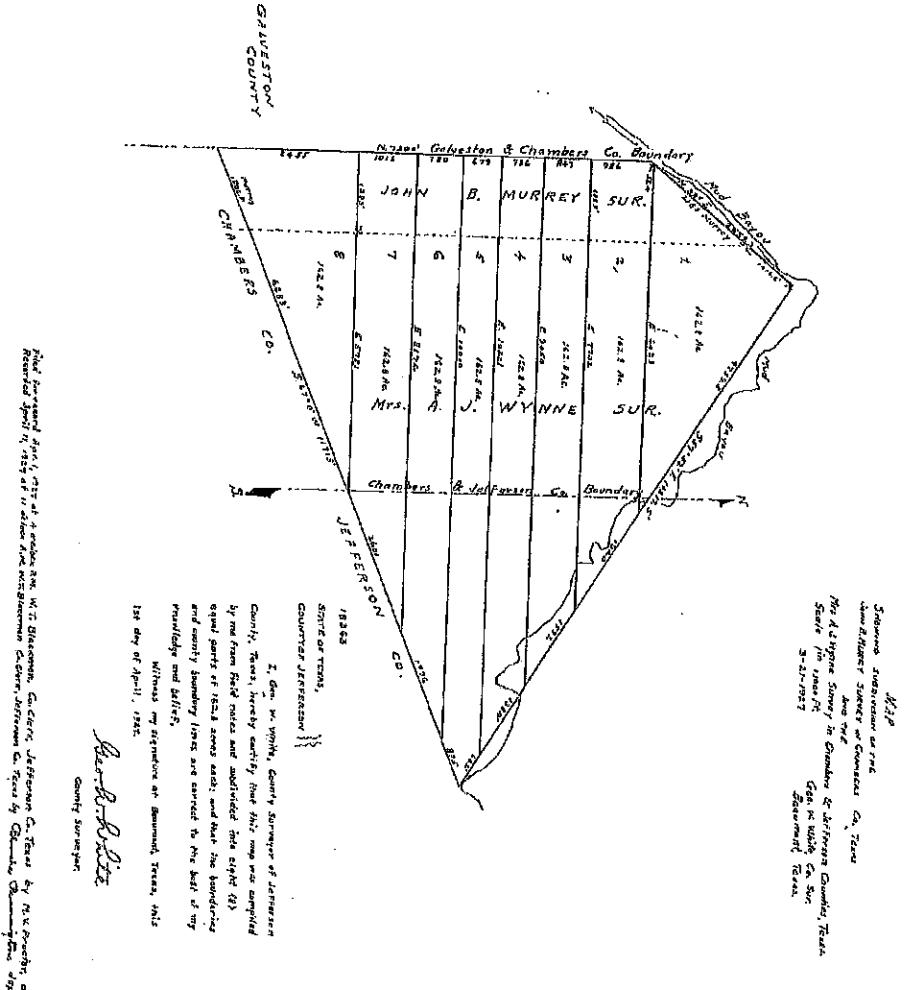
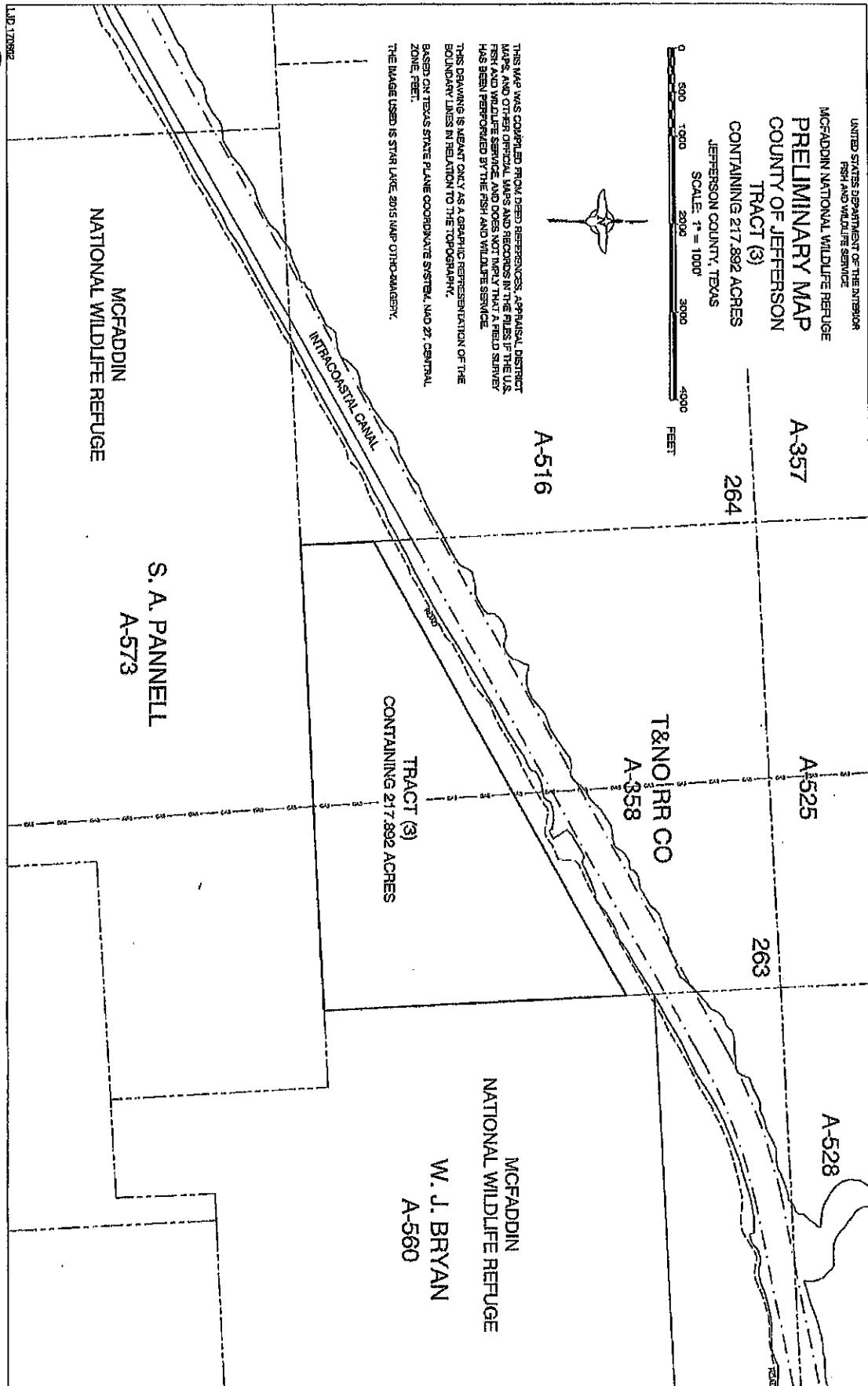


EXHIBIT B - (IFB 18-042/JW), Sale of (3) Parcels of Land (217.892 acres, 175.5 acres, 162.9 acres) for Jefferson County Page 16 of 17

EXHIBIT B
(Continued)



THE
CONSERVATION FUND

Address:
2900 Raguet Street
Nacogdoches, TX
75965
Phone: 936-468-5490
Email: julieshackett@conservationfund.org
www.conservationfund.org

October 3, 2018

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

Dear Ms. Clark:

The Conservation Fund, a national 501 (c)(3) organization, is pleased to respond to the Invitation for Bid IFB18-042/JW, Sale of (3) Parcels of Land for Jefferson County.

Established in 1985, The Conservation Fund has a long history of completing conservation land acquisition projects. Protecting land and water with high conservation value is essential for America's environmental health and its economic vitality. The Fund enables conservationists, government agencies, community leaders and land trusts to swiftly protect properties for wildlife, recreation and/or historic significance. The Fund has protected national parks, natural areas, storied battlefields, popular getaways and more. Its partners and transactions are national, regional, state-level and local in scope, from thousands of acres of wilderness to one-acre urban parks.

The Fund works to fulfill top public priorities. Projects often begin when government or community leaders want to save a special outdoor place. To act swiftly, they turn to the Fund for bridge financing and a full suite of conservation services, from real estate negotiation and land acquisition to strategic planning, conservation training and community outreach. The Fund offers rapid and nimble action, along with deep expertise in a wide array of complex transactions. By continually revolving its funds into new conservation projects once others are completed, the Fund has helped permanently protect over 8 million acres through 2,000 conservation projects in all 50 states.

The Fund's staff of 175 includes a headquarters supporting office in Arlington, VA and on-the-ground conservation professionals located throughout the United States. The Texas office has two project staff and one development staff with Gulf-wide responsibilities.

The Conservation Fund's Texas Office has permanently conserved over 235,000 acres in over 85 projects protecting wetlands, coastline, mountains, endangered species habitat and historical properties statewide on behalf of its partners. Of those projects, 180,000 acres in 71 projects involved partnering with federal or state agencies.

In Texas, the Fund has worked in the following National Wildlife Refuges, operated by US Fish and Wildlife Service: Anahuac, McFaddin, San Bernard, Laguna Atascosa, Trinity River and Neches River. It has worked extensively with the National Park Service at the Big Thicket National Preserve and the Fort Davis National Historic Park. At the state level, the Fund works with the Texas Parks and Wildlife Department, the Texas General Land Office and the Texas Commission on Environmental Quality. A map of project areas is attached.

Regarding this project, the U.S. Fish and Wildlife Service requested that The Conservation Fund acquire the three Jefferson County tracts on its behalf using the Fund's national revolving fund, to hold until the USFWS is prepared to accept them. If The Conservation Fund is the successful bidder for this project, it intends to acquire the three tracts within 60 days of notification of award by Jefferson County, pending determination of clear title and no contaminants issues. The Conservation Fund will then hold the tracts and begin the process of selling the tracts at appraised value to the U.S. Fish and Wildlife Service to become part of the McFaddin National Wildlife Refuge, thus reimbursing its revolving fund and allowing it to continue conserving Texas' wildlife habitat.

Please feel free to contact me, the project contact person for The Conservation Fund, with any questions you may have.

Best regards,



Julia Shackelford

Texas Programs Director

Internal Revenue Service**Date:** September 26, 2007

THE CONSERVATION FUND A NONPROFIT
CORPORATION
1655 NORTH FORT MYER DR
ARLINGTON VA 22209-3113 009

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Ms. Gambone 17 57029
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
52-1388917

Dear Madam:

This is in response to your request of September 26, 2007, regarding your organization's tax-exempt status.

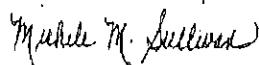
In July 1985 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1

TOTAL P.02

SEAL ED BTD

Bid Name: Sale of (3) Parcels of Land (117.8 acres, 175.5 acres, 162.9 acres)

Bid No: IFR 18-042/JW

Due Date/Time: 11:00 AM CDT, Tuesday, October 9, 2018

Mail or Deliver To: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

RECEIVED 10:44 AM ACT 05/2018



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

October 15, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-051/YS, Term Contract for Morgue Transport Service 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 Morgue Transport Service for Jefferson County

BID NO: IFB 18-051/YS

DUE DATE/TIME: 11:00 AM CDT, Tuesday, November 13, 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.

A handwritten signature of Deborah L. Clark in black ink. Below the signature is a faint, circular watermark of the Jefferson County Seal.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – October 17 and October 24, 2018

IFB 18-051/YS
Term Contract for Morgue Transport Service for Jefferson County
Bids due: 11:00 AM CDT, Tuesday, November 13, 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 or box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder’s Name and Address; and shall be addressed to the Purchasing Agent.

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

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

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

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgment 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 awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

“County” – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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 (1) 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 (1) 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 (1) 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 with 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 18-051/YS.

Scope

Vendor shall provide Morgue Transport Services for Jefferson County on an as-needed basis twenty-four (24) hours a day, 365 days a year in accordance with the requirements stated herein.

Renewal Option

Jefferson County may consider renewal options for an additional period of four (4) years, one (1) year at a time, based on the same terms, conditions and pricing as the original contract. Renewals are subject to approval by Commissioners' Court each period. Once renewal option is exhausted, the contract must be re-bid.

Jefferson County reserves the option to re-bid at any time as in its best interest and is not automatically bound to renewal of contract.

Insurance

All bidders must submit **with this bid** a certificate of insurance, signed by their insurance agent, showing that coverage as stipulated in the Special Requirements/Instructions section found on Pages 12-14 of this bid proposal (Item 6: Insurance and Item 7: Worker's Compensation). Coverage must be sustained for the duration of this agreement including renewal years. The successful bidder will be required to submit proof of continuing coverage by sending renewal certificates to the Jefferson County Purchasing Department, 1149 Pearl Street, Beaumont, Texas, 77701, Attention: Deborah L. Clark, Purchasing Agent.

Special Requirements

Contractor shall pick up decedent human remains from any location in Jefferson County and deliver same, F.O.B. inside, to the Southeast Texas Forensic Center, Inc. (hereinafter called "the Center"), 5030 Hwy. 69 South, Suite 700, Beaumont, Texas, in accordance with the manner described in this package.

In times of Disaster and/or Emergency, the Contractor may be called upon to pick up decedent(s) from locations outside Jefferson County. Contractor **shall not apply any special fees or charges** for pickups from other locations during times of Disaster and/or Emergency.

In times of Disaster and/or Emergency **only**, the Contractor shall be reimbursed for mileage to and from location of decedent pickup. Mileage reimbursement rate will be based on current IRS mileage rates. Current mileage rates may be obtained from the IRS website: <http://www.irs.gov/>

General Description

A Jefferson County Justice of the Peace will contact the contractor with a location, information, and instructions to pick up human remains and transport those remains to the Center. Corpses may have expired by natural or unnatural causes. Every effort must be made to provide services in an environmentally safe manner with respect and dignity for the deceased and to satisfy such standards, legal requirements, regulations or other provisions stipulated by the Justice of the Peace and/or other legitimate governmental jurisdictions while performing under this contract. This service must be available twenty-four (24) hours a day, 365 days a year.

Evaluation

This agreement will be awarded on the basis of the lowest and best bid. Lowest bids shall be construed as that which meets the needs of the end user, has demonstrated compliance with the requirements and specifications and is best able to perform the tasks in accordance with the standards contained herein.

Confidentiality

All cases are confidential in nature and the contractor must abide by strict rules with regard to protection of that confidentiality. Such rules include, but are not necessarily limited to, the following. Contractor, contractor's employees, stockholders, officers, partners or any member of the immediate families, **may not**:

- Provide any comment, speculation, opinion or information, directly or indirectly, solicited or unsolicited, with any person at, or away from, the scene where remains are picked up;
- Use any part of the information concerning or surrounding a death scene, or the decedents, to further business prospects of, or benefit of, any business entity or institution or collude in any way with any other business, media representative or attorney;
- Use cameras or any other type of recording device to capture imaging of the deceased or evidentiary material at a death scene or anywhere else;
- Permit any passengers or observers other than contract service personnel in contract vehicles at any time;
- Intentionally or unintentionally disrupt, tamper with, obscure, or defile evidentiary material at any time; preservation of evidence shall be prioritized;
- Make any statement, written or spoken, on behalf of the Jefferson County Justice of the Peace or the Center, nor offer opinions or discuss observations with family members, news media or general public, nor discuss the cause or manner of death at any time;
- Convey, in any manner or means, information concerning cases which may lead to knowledge of the name or address of the decedent, next of kin or relative, including, but not necessarily limited to, other transport companies, funeral homes, media representatives, attorneys or their agents, other employees or other agents of the contractor; or
- “Steer or lead” any next of kin or designee authorized to handle burial arrangements to any funeral homes or body transfer services, attorneys, florists or their agents.

For any unauthorized release of information, in violation of the above, the Contractor, and/or Contractor's employees shall be subject to immediate dismissal and termination of this contract at the option of Jefferson County Commissioners' Court. Jefferson County also reserves the right to require dismissal of an employee from service to the County in the event said person is shown to have a criminal and/or unacceptable (to the Jefferson County Commissioners' Court) driving record or has dealt in irregularities concerning any licensing, regulatory agency, history of operation and/or management of a prior business such that the activity was contrary to the public interest.

Contractor Requirements

All bidder shall meet all the following requirements by the date this bid is submitted, which will be subject to verification by the County immediately and/or at will.

Company Requirements

Contractor must:

- Be a bonded, insured, commercial enterprise with a fixed-site;

- Have and maintain, adequately trained personnel needed to perform under this contract;
- Have and maintain two (2) service vehicles available for service at all times;
- Provide personnel who are courteous, neat in appearance and professional in demeanor at all times and all locations when services are being performed by them;
- Hold Jefferson County and/or their representatives harmless, by statement, implication or assumption, with respect to any accident, damages or loss of equipment and/or regarding injuries or death of any personnel of the Contractor;
- Adhere to OSHA regulations regarding potential exposure to blood and body fluids; and
- Maintain telephone service, manned and operated by the Contractor to answer calls twenty-four (24) hours a day, 365 days a year.

Personnel Requirements

Contractor shall appoint, employ, or act as, a full-time general manager, who will be responsible for the competent performance and fulfillment of Contractor's obligation under this contract. The person who has the primary responsibility for this performance must be available to the Jefferson County Justices of the Peace to render services twenty-four (24) hours a day, and during times of disaster and/or emergency. This name must appear as the primary contact person in the returned bid. Other personnel requirements are as follows:

At least two persons must participate in response calls by the Jefferson County Justice of the Peace with knowledge of Jefferson County's geographic layout. Each must be able to understand and communicate in written and spoken English. Drivers making transports for Jefferson County under this contract must be licensed Class C motor vehicle operators in the State of Texas and be covered under a policy of liability insurance as required by the State.

- All Contractor personnel are expected to conduct themselves in a professional manner whether with law enforcement or emergency personnel or the general public, regardless of where their activity is taking place.
- All Contractor personnel are expected to be neat and clean and to wear neat, clean, professional business attire, while on duty for Jefferson County.
- Personnel of the successful bidder may not speak for Jefferson County, nor may they offer opinions, or discuss observations with members of the deceased's family, the news media, or general public.
- All personnel are strictly prohibited from carrying any type of firearms or weapons, either on their person or in any of the transport vehicles.
- Personnel of the successful bidder shall, while on assignment for Jefferson County, act solely under the direction of the Jefferson County Justices of the Peace.
- No unauthorized passengers shall ride in vehicles on assignment for Jefferson County.

Vehicle Requirements

Contractor must have available at least two (2) vehicles, appropriately licensed, inspected, emissions tested (if applicable), cleaned, properly equipped, maintained and supplied at all times. Vehicle must be arranged internally to accommodate the transport of decedents. Vehicle shall be capable of securing stretchers to the body of the vehicle.

The use of any audible or visual emergency equipment on any vehicle, stationary or mobile, is prohibited. No types of advertising or other commercial identifications, either interior or exterior, may be affixed to the vehicle and no other types of advertising, such as pamphlets, business cards, letters, papers of any kind may be carried in or on the vehicle.

It may be necessary from time to time for items of evidence to be transported with the body. It is required that the items be handled so as not to contaminate them and that, once released to the Contractor by the Justice of the Peace, they be loaded as instructed by the Justice of the Peace.

After any body pick-up, successful bidder must proceed immediately to the directed destination, unless specifically authorized by a Jefferson County Justice of the Peace to make an additional pick-up.

Each vehicle must be supplied with the following County issued items in sufficient quantities to make multiple calls:

- At least two body bags, heavy weight, black, envelope opening type;
- At least two body bags, new, unused, light weight, white, envelope opening type;
- At least one box of disposable gloves;
- A minimum of two, clean, sheets, white, cloth;
- A minimum of two sets of disposable, protective clothing for attendants; and
- Morgue Doctor approved body identification tags, waterproof, showing decedent name (if available), race, sex, age, date, time, pickup address.

Jefferson County reserves the right to inspect the proposed vehicle and equipment to be used in any transport for Jefferson County. Determination for acceptance shall be based on their suitability for this application. The vehicle and equipment must be approved by the Center Director before bid will be awarded.

Jefferson County will expect to have control over the transport vehicle and its attendant from the time of notification of assignment until attendant and vehicle are released by the Justice of the Peace and/or Center Director.

Wastes generated by the contracting service will not be left at the death scene, but collected by the service and removed to an appropriate disposal site. Contractor may discuss disposal of some waste at the Center. Waste items must not be transported so as to be in contact with the corpse.

Records

This section concerns the types and kinds of records involved in this activity, including decedent records (body, property, medical, identification), logs (dispatch, transport, vehicle) and financial accounting. Any forms or reports required by the Center will be completed by the successful bidder's personnel as directed by the Center Director.

Decedent Records

Decedent records concern pertinent information about the deceased. Following is a description of the types and use of those items.

- Identification Tags, with specific, hand-printed data about the deceased, are signed by the Contractor's employee and are attached to the decedent's toe or index finger.

Transport Records

Transport Records must be kept by the Contractor and contain, at minimum, the information indicated below as well as any additional data which may be required by Federal, State or Local authorities.

- A Vehicle Service Log must be maintained with the following information:
 - Time notified (date and time service call was received);
 - Name of official authorizing pickup;
 - Destination;

- Names of driver and/or attendant;
- Time of arrival at death scene;
- Name of decedent;
- Nature of death;
- Medical legal case number assigned;
- Time departed from death scene;
- Time transport was made and completed to the Center;
- Upon arrival, the Contractor will locate appropriate Justice of the Peace and/or law enforcement personnel to obtain signature.
- Odometer reading from death scene to the Center.

■ A Vehicle Dispatch Log must be maintained with the following information:

- Log number;
- Date and time call received from the Justice of the Peace;
- Name of official authorizing pickup;
- Death scene address;
- Time vehicle is dispatched;
- Time of arrival at death scene;
- Time of departure from death scene
- Time transport was made and completed to the Center;
- Upon arrival, the Contractor will locate appropriate Justice of the Peace and/or law enforcement personnel to obtain signature.
- Medical legal case number assigned.

Legible copies of both the Vehicle Service Log and Vehicle Dispatch Log, signed by appropriate personnel, shall be matched by the same time period covered in each log and submitted with the invoice each month. **The County will not pay from a monthly statement alone.**

In addition, copies of these logs shall be furnished to the Center representative no later than the fourth day of the month immediately following log activities.

Both the logs **must** show each and every call number and medical legal case number along with all the other requested information. Failure to supply all information requested will be cause to withhold and/or deduct payments for lack of verification of service.

Invoice

Morgue Transport billings shall be submitted for services to the Jefferson County Auditor's Office on a monthly basis.

It is important and necessary that invoices contain the following information:

- Medical legal case number;
- Name of Justice of the Peace ordering the call;
- Date of transport;
- Name of decedent;
- Location of death scene;
- Explanation if round trip took in excess of 60 minutes from time of dispatch; and
- Copies of signed Vehicle Service Logs and Vehicle Dispatch Logs.

Accounts

Contractor is expected to have and maintain all normal books of accounts and records normally associated with business operations. These records and accounts, along with all other items already (IFB 18-051/YS), Term Contract for Morgue Transport Service for Jefferson County

mentioned, shall be available for examination, audit, review and copy, without limitation as to number of frequency, by the County Auditor's Office or the Center, for at least five (5) years following the last year of this agreement including each renewal year.

The audit, review, etc., of all Contractor's Records/Accounts extends to the records of affiliated companies, partners, individuals, etc., whose business transactions affect the financial status of the Contractor. In the event the County Auditor's Office or the Center needs reasonable embellishments to Contractor's records and/or accounts for the purpose of facilitating this agreement, the Contractor shall implement those embellishments within a thirty (30) day period or provide legitimate reasons as to why those changes may not be made. If the outcome cannot be mutually agreed to, the County may consider such options as may be necessary to obtain services elsewhere including termination of this agreement.

There should be justification for audits outside the routine or scheduled ones. Should any questions develop regarding abusive procedures or conflicts, an independent auditor shall assess the situation and forward the report or outcome to all parties involved. This cost will be incurred by the County.

Response Time

Contractor response time, from the moment of dispatch to arrival at the death scene, will be the **major** component, thought not the only one, in determination, by the Justice of the Peace, of adequate performance by the Contractor. That will determine whether or not the agreement is kept or canceled or renewed for additional terms. It is, therefore, imperative that the Contractor be thoroughly cognizant of requirements surrounding response time and that response time is strictly adhered to as described in this specification.

Contractor must arrive at the designated location within sixty (60) minutes of the time the Justice of the Peace orders the service, via any relevant communication device, at any time, twenty-four (24) hours a day. Contractor shall dispatch a service vehicle immediately and said vehicle must be en route within fifteen (15) minutes of notification from the Justice of the Peace. Under regular traffic and weather conditions, it is expected that the Contractor will **arrive** at the death scene in forty-five (45) minutes or less, not to exceed sixty (60) minutes total from point to point.

It is the Contractor's responsibility to notify a Justice of the Peace, other medical personnel at a death scene, and/or the lead law enforcement officer upon arrival; the individual notified will record the Contractor's time of arrival. If a dispute develops regarding the calculation of the response time, time recorded by the aforementioned person(s) will be the determining factor.

Procedural Synopsis

For purposes of establishing both an outline and a guide for prospective service providers, the following process is to be used by the Contractor. It must be understood at the outset, that the County Commissioners' Court will recognize, i.e., pay for, **ONLY those services provided at the request of the Justice of the Peace**. If the Contractor answers a dispatch call from **any** law enforcement agency, emergency medical and/or hospital, the County will not accept charges for the transport, even if the body is ultimately delivered by the Contractor to the Center **unless so ordered by the Justice of the Peace**.

- The Justice of the Peace will contact the Contractor, by any appropriate means, to request service, and will note to whom the request was given, along with the date and time. If there are any special requirements, handling instructions and/or directions associated with the request, that information shall be supplied with the call. An estimated time of arrival at the death scene by the Contractor may be requested.
- The Contractor shall dispatch an appropriately fitted and manned vehicle to the address supplied along with any special instructions, as applicable.
- Upon arrival, the Contractor will locate appropriate Justice of the Peace and/or law enforcement

personnel to obtain signature. Contractor may **not** enter on/into a death scene until clearance is received from the Justice of the Peace and/or law enforcement personnel.

- Contractor personnel must wear disposable gloves, and may also be required to wear protective outer garments.
- Extreme caution must be exercised by Contractor to avoid disturbing any evidence on the scene. At the scene, each body will be appropriately tagged with the following printed information: decedent name (if known), race, sex, age, address of pickup location, date and time picked up, and Contractor's signature. A medical legal case number will be assigned upon arrival at the Center.
- It is preferred that Contractor remains on site only as long as may be necessary to handle their business.
- Once a body, etc., has been tagged, documented and released, Contractor shall load the decedent and proceed to the Center unless legitimately advised to proceed to some other location.
- Any damage or injury to the body and/or evidence and/or the personal effects items, resulting from some aspect of the transportation process, must be reported to the Center as soon as possible.
- A Center representative shall approve, and be present for, undressing of the body and subsequent search for personal effects.

Multiple Transports

Rules surrounding the concept of multiple transports will be strictly followed. Contractor should assume that no more than one body may be transported in the same vehicle at the same time. This is intended to cover both the pickup of multiple bodies at a single location **or** the sequential pickup of single bodies from more than one location. In addition, Contractor may **not** transport any Justice of the Peace case within the same vehicle as a non-Justice of the Peace case at the same time.

If a Justice of the Peace is satisfied that extenuating circumstances require the transport of multiple bodies in a single vehicle on a single trip, they must specifically approve that action for the Contractor and the Contractor must note this approval, by name, in both the Transport and Vehicle Logs.

Payment

Contractor will be paid on a single rate/per body basis only, including the unlikely event of multiple corpse transport in a single trip. Based on the single rate, the following rules shall apply:

Contractor will be paid at the base rate for:

- **All transports from the Center;**
- **Any call where a transport trip is in process, but aborted by the Center.**

In times of Disaster and/or Emergency, the Contractor may be called upon to pick up decedent(s) from locations outside Jefferson County. Contractor shall not apply any special fees or charges for pickups from other locations during times of Disaster and/or Emergency.

In times of Disaster and/or Emergency only, the Contractor shall be reimbursed for mileage to and from location of decedent pickup. Mileage reimbursement rate will be based on current IRS mileage rates. Current mileage rates may be obtained from the IRS website: <http://www.irs.gov/>

Penalty

A penalty will be assessed by the Justice of the Peace for any transport determined to be beyond the accepted response time of sixty (60) minutes with no re-notification of delay to the Justice of the Peace with an estimated time of arrival. The application of the penalty shall result in deduction of the base rate cost.

Transport Charge

The County will allow for transport service to stay on site, under order of the Justice of the Peace, for one and a half (1½) hours. If the transport service is required by the Justice of the Peace to stay at the scene for longer than one and a half (1½) hours, transport charges will be pro rated.

Questionnaire

1. What is the name and street address of your business?

2. If transportation of decedents is not your primary business, what is your primary business?

3. How long has your business been in the business of transporting decedents?

4. What is the total number of employees in your business?

5. What is the total number of service vehicles that your business has for the purpose of transporting decedents?

6. Do any of these service vehicles have business or commercial markings of any kind?

7. Identify types of vehicles used to support this service, i.e., van, suburban, ambulance, SUV, etc. If more than one type, identify how many of each.

8. Are any backup vehicles available if needed? If so, how many, from whom, and where?

9. How many driver/attendant teams are in the regular employ of your company?

10. Are there any backup personnel available if needed?

11. Name the full-time general manager who will be responsible for maintenance of the Contractor's performance, and phone numbers where this person may be reached 24 hours a day.

12. Does the Contractor understand that every person in the organization is subject to research to determine possible existence of driving/criminal records or past operations/ management history regarding licenses, permits, certifications, etc.?

Bidder Shall Return Completed Questionnaire with Offer.

Bidder Information Form

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

Bid Name & Number: Morgue Transport Service for Jefferson County, IFB 18-051/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:

For clarification of this offer, contact:

Company Name

Address

Name _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Signature of Person Authorized to Sign

E-mail

Printed Name _____

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 18-051/YS, Term Contract for Morgue Transport Service 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

	Rate Per Trip to Transport Decedents
Initial Contract Year (2018-2019)	\$
Renewal Year 1 (2019-2020)	\$
Renewal Year 2 (2020-2021)	\$
Renewal Year 3 (2021-2022)	\$
Renewal Year 4 (2022-2023)	\$

Name and address of support firms: _____

Name of primary contact person: _____

	Yes	No
Certificate of insurance attached?		
Questionnaire attached?		

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

CONFFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS				
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>						
1	Name of Local Government Officer		OFFICE USE ONLY			
2	Office Held		Date Received			
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code					
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3					
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>					
6	<p>AFFIDAVIT</p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right;">_____ Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <table style="width: 100%; border-top: 1px solid black; border-bottom: 1px solid black; margin-top: 10px;"> <tr> <td style="width: 33%; text-align: left; padding: 2px;">Signature of officer administering oath</td> <td style="width: 33%; text-align: center; padding: 2px;">Printed name of officer administering oath</td> <td style="width: 33%; text-align: right; padding: 2px;">Title of officer administering oath</td> </tr> </table>			Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
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: Yes No

Address: _____
 Street _____ City _____ State _____ Zip _____

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
 Street _____ City _____ State _____ Zip _____

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

Project Title & No.: _____ IFB/RFP No.: _____

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

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.



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

October 15, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-052/YS, Term Contract for Catalog Pricing for Janitorial Supplies 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 Catalog Pricing for Janitorial Supplies for Jefferson County

BID NO: IFB 18-052/YS

DUE DATE/TIME: 11:00 AM CDT, Tuesday, November 13, 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.

A handwritten signature of Deborah L. Clark, which is a cursive script, placed over a faint circular watermark of the Jefferson County Seal.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – October 17, 2018 and October 24, 2018

IFB 18-052/YS
Term Contract for Contract Pricing for Janitorial Supplies for
Jefferson County
Bids due: 11:00 AM CDT, Tuesday, November 13, 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 or box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

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

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

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

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

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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 awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

“County” – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initiated 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," commonly known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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 (1) 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 (1) 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 (1) 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 with 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 18-052/YS.

Scope

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

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

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

Two (2) current catalogs shall be included with this bid. Upon award of contract you will be asked to supply two (2) catalogs to Jefferson County departments.

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

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

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

No Guarantee Annual Volume

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

Catalog Requirements

Bidder must provide free of charge to the county and county departments two (2) bound catalogs or bound price lists for use in product selection within twenty (20) days after bid is awarded. These bound documents must be clearly labeled on front cover with the name of said bid and beginning and ending contract dates.

Delivery

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

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

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

Correctional Facility
5030 Hwy. 69 South
Beaumont, Texas 77705
Contact: Asst. Chief Kelly, 409-726-2520

Road & Bridge Precinct #1
2205 Hwy. 90
China, Texas 77613
Contact: Jody Jannise, 409-752-2891

Road & Bridge Precinct #2
7759 Viterbo Road
Beaumont, Texas 77705
Contact: Mike Trahan, 409-960-8200

Road & Bridge Precinct #3
5700 Jade Avenue
Port Arthur, Texas 77640
Contact: Jason Castille, 409-983-8306

Road & Bridge Precinct #4
7780 Boyt Road
Beaumont, Texas 77713
Contact: Kenneth Minkins, 409-794-2444

Crime Laboratory
5030 Hwy. 69 South, Suite 500
Beaumont, Texas 77705
Contact: Emily Esquivel, 409-726-2577

Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705
Contact: Duke Youmans, 409-722-0643

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

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

Mosquito Control District
8905 First Street
Beaumont, Texas 77705
Contact: Kevin Sexton, 409-719-5940

Vendor Profile Information Form

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

1. Company Name: _____

Address: _____

Telephone: _____ E-mail: _____

2. List offices closest to Beaumont.

Name: _____

Address: _____

3. How long has your company done business in Southeast Texas
under its existing name? _____ years

4. If the company does not have a local office in Southeast Texas, how does the bidder
propose to meet the county's needs?

5. Does the bidder have personnel who can visit the county when
information may be needed or problems resolved? Yes No

6. Can the bidder provide two (2) catalogs or price list to each
department? Yes No

If not, what can be provided?

Vendor Profile Information Form (Continued)

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

If yes, please explain:

Bidder Information Form

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

Bid Name & Number: Catalog Pricing for Janitorial Supplies for Jefferson County, IFB 18-052/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:

For clarification of this offer, contact:

Company Name _____

Address _____

Name _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Signature of Person Authorized to Sign _____

E-mail _____

Printed Name _____

Title _____

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 18-052/YS, Term Contract for Contract Pricing for Janitorial Supplies for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

CATALOG DISCOUNT: Flat rate of discount you will allow from your current catalog with the below noted exceptions:

_____ %

Comments: _____

PRICE LIST DISCOUNTS: Flat rate of discount you will allow from your price list with the below noted exceptions:

_____ %

Comments: _____

SHELF PRICE DISCOUNTS: Flat rate of discount you will allow from your shelf price with the below noted exceptions:

_____ %

Comments: _____

EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS

Dated Purchase Orders

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

Questions concerning the terms and conditions will be directed in writing to the County's purchasing department for receipt no later than 10 calendar days prior to the "bid opening" date. Inquiries must reference the date of "bid opening." Having carefully examined the Specific Terms and Conditions, Specifications and Bid Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

Signature: _____ Date: _____

Typed Name: _____

Bid Form (Continued)

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

Company: _____

Sales Contact: _____ Phone: _____

Address: _____

Phone No.: _____

Fax No: _____

E-mail: _____

Employee Identification Number: _____

Authorized Signature: _____

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

CONFFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY <div style="border: 1px solid black; padding: 5px; width: 100%;">Date Received</div>
1	Name of vendor who has a business relationship with local governmental entity.	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <p style="margin-top: 5px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
3	Name of local government officer about whom the information in this section is being disclosed. <p style="text-align: center; margin-top: 10px;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center; margin-top: 10px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center; margin-top: 10px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center; margin-top: 10px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>	
4	<hr style="margin-bottom: 5px; border: 0; border-top: 1px solid black;"/> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Signature of vendor doing business with the governmental entity</div> <div style="width: 45%;">Date</div> </div> <hr style="margin-top: 5px; border: 0; border-top: 1px solid black;"/>	

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

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

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

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: Yes No

Address: _____
 Street _____ City _____ State _____ Zip _____

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
 Street _____ City _____ State _____ Zip _____

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

Project Title & No.: _____ IFB/RFP No.: _____

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

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.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

CONTRACT EXTENSION REQUEST

October 2, 2018

Certified Laboratories
 A Division of NCH Corporation
 2727 Chemsearch Boulevard
 Irving TX 75062
 Attention: Mr. William Fredeman

Re: (IFB 13-021/JW), Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

Dear Mr. Fredeman:

Please be advised the above-referenced contract for Jefferson County will expire on **November 7, 2018**. It is requested that your company extend your current contract for an additional two (2) weeks, to expire November 28, 2018.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, October 3, 2018. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah Clark

Deborah L. Clark
 Purchasing Agent
 Jefferson County, Texas

DC: ys



Price Extension Received and Accepted:

October 2nd, 2018
 Date

Project Number: IFB 13-021/JW

Contractor: Certified Laboratories

Signature:

Toni L. Boyd

Print Name and Title:

Toni Boyd, Corporate Bid Manager

ATTEST:

By M. Guidry - Chief Deputy

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

J. R. Branick
 Jeff R. Branick, County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

CONTRACT EXTENSION REQUEST

October 2, 2018

ICS Jail Supplies
 PO Box 21056
 Waco TX 76702
 Attention: Ms. Sonya Sterling

Re: (IFB 13-021/JW), Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

Dear Ms. Sterling:

Please be advised the above-referenced contract for Jefferson County will expire on **November 7, 2018**. It is requested that your company extend your current contract for an additional two (2) weeks, to expire November 28, 2018.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, October 3, 2018. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah Clark

Deborah L. Clark
 Purchasing Agent
 Jefferson County, Texas

DC: ys



Price Extension Received and Accepted:

10-03-2018

Date

Project Number:

IFB 13-021/JW

Contractor:

ICS Jail Supplies

Signature:

Lacy Key

Print Name and Title:

Lacy Key Contract Accts Manager

ATTEST:

By J. Guidry, Chief Deputy

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

J. R. Branick

Jeff R. Branick, County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

CONTRACT EXTENSION REQUEST

October 2, 2018

Professional Polish, Inc.
5450 E. Loop 720 South
Fort Worth TX 76119
Attention: Ms. Vanesa Gonzalez

Re: (IFB 13-021/JW), Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

Dear Ms. Gonzalez:

Please be advised the above-referenced contract for Jefferson County will expire on November 7, 2018. It is requested that your company extend your current contract for an additional two (2) weeks, to expire November 28, 2018.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, October 3, 2018. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

A handwritten signature of Deborah L. Clark.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

DC: ys



ATTEST:

A handwritten signature of Carolyn L. Guidry.

Carolyn L. Guidry, County Clerk

10.10.18
Date

Extension Received and Accepted: 10.10.18
Project Number: IFB 13-021/JW

Contractor: Professional Polish, Inc.

Signature: A handwritten signature of Vanesa Gonzalez.

Print Name and Title: Vanesa Gonzalez / Sales Manager

JEFFERSON COUNTY, TEXAS

A handwritten signature of Jeff R. Branick.

Jeff R. Branick, County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

CONTRACT EXTENSION REQUEST

October 2, 2018

Sanitary Supply Company, Inc.
 6790 College Street
 Beaumont TX 77707
 Attention: Mr. David Henderson

Re: (IFB 13-021/JW), Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

Dear Mr. Henderson:

Please be advised the above-referenced contract for Jefferson County will expire on **November 7, 2018**. It is requested that your company extend your current contract for an additional two (2) weeks, to expire November 28, 2018.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, October 3, 2018. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah Clark

Deborah L. Clark
 Purchasing Agent
 Jefferson County, Texas

DC: ys

Price Extension Received and Accepted: 10/31/2018 Date

Project Number: IFB 13-021/JW

Contractor: Sanitary Supply Company, Inc.

Signature: *David Henderson*

Print Name and Title: *David Henderson Vice President*

ATTEST:

By: J. Guidry, Chief Deputy
 Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

J. Branick
 Jeff R. Branick, County Judge

Jeff R. Branick, County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

CONTRACT EXTENSION REQUEST

October 2, 2018

SupplyWorks
 3915 Twin City Highway
 Port Arthur TX 77642
 Attention: Ms. Mia Benoit

Re: (IFB 13-021/JW), Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

Dear Ms. Benoit:

Please be advised the above-referenced contract for Jefferson County will expire on **November 7, 2018**. It is requested that your company extend your current contract for an additional two (2) weeks, to expire November 28, 2018.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, October 3, 2018. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah Clark

Deborah L. Clark
 Purchasing Agent
 Jefferson County, Texas

DC: ys

Price Extension Received and Accepted: _____ Date _____

Project Number: JFB 13-021/JW

Contractor: SupplyWorks

Signature: Phil Owens



ATTEST:

By: J. Guidry - Clerk Deputy

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

J. R. Branick
 Jeff R. Branick, County Judge

CHRISTOPHER L. BATES
CONSTABLE PCT. 2
JEFFERSON COUNTY



525 LAKESHORE DRIVE
SUB- COURTHOUSE
PORT ARTHUR, TEXAS 77640
PHONE: 409-983-8335
FAX: 409-983-8320

October 11, 2018

Jeff Branick, County Judge
1149 Pearl St.
Beaumont, TX 77701

Re: Agenda Item

Judge Branick,

I would like to place an item on the agenda for the Commissioner's Court Meeting Monday, October 15, 2018.

Please consider and possibly approve the hiring of Everett D. Cormier, Sr. as a Deputy Constable with Constable Precinct 2 under the ASAP Program in accordance with Local Government Code (LGC) 86.011.

Thank you,

A handwritten signature in black ink, appearing to read "Christopher L. Bates".

Christopher L. Bates
Constable, Pct. 2

STATE OF TEXAS
COUNTY OF JEFFERSON

INTERLOCAL COOPERATION CONTRACT

AMENDMENT #1

To Extend Term

This Amendment is made to the **Interlocal Cooperation Contract** previously executed by and between Spindletop Center (“Center”) and Jefferson County (“County”) with the original contract period of 07/01/2018 – 08/31/2018 with automatic renewal on September 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated.

It is mutually understood and agreed by and between the undersigned contracting parties to amend said previously executed Contract effective September 1, 2018 as follows:

Both parties acknowledge and agree to the automatic renewal of the Contract at the same amount in effect at the time of the initial term.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

Spindletop Center

Holly Borel
Holly Borel
Chief Executive Officer

9/3/18
Date

Jefferson County Sheriff

Zena Stephens
Zena Stephens
County Sheriff

Address: Jefferson County
Attn: County Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

County of Jefferson

Jeff Branick
Jeff Branick
County Judge

10/1/18
Date

Attest: Carolyn Guidry
Carolyn Guidry
County Clerk



**STATE OF TEXAS
COUNTY OF JEFFERSON**

INTERLOCAL COOPERATION CONTRACT

This Agreement is made and entered into by and between Spindletop Center, a unit of local government whose principal office is in Beaumont, Jefferson County, Texas, "Center" and the County of Jefferson, a political subdivision of the State of Texas, "County". The purpose of this Agreement is to fund Mental Health Liaison positions for the Mental Health Liaison Program and is authorized pursuant to Chapter 791, Texas Government Code.

Spindletop Center, a community center and an agency of the State of Texas established under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, is authorized to contract for the services made the subject of this Agreement.

In consideration of the mutual Agreements contained herein, the parties agree as follows:

**I.
TERM OF AGREEMENT**

The initial term of this Agreement shall begin on **July 1, 2018** and shall automatically renew on **September 1** of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated.

**II.
SERVICES**

Center is designated as a mental health and intellectual and developmental disability local authority by the Health and Human Services Commission (HHSC). Its mission is to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community-based mental health and intellectual and developmental disability services for residents of Jefferson, Orange, Chambers, and Hardin Counties, Texas. These activities sometimes involve coordination of activities with the judicial system. Center requests County to provide Sheriff's deputies as Mental Health Liaisons to assist in fulfilling the Center's mission.

Responsibilities of the County:

The County, by and through the Jefferson County Sheriff Department, agrees to provide Mental Health Liaison deputies as agreed upon, ("Liaisons") for the Mental Health Liaison Program. The Liaisons will hold a license of peace officer certified under Section 1701.404, Occupations Code assigned specifically to perform duties pursuant to applicable sections of the Texas Mental Health Code. Both the County and the Center will agree upon the personnel designated as Liaisons.

The **Liaison's** primary responsibilities will include:

1. Be available for and assist the **Center** Continuity of Care team with County Jail and hospital follow-ups;
2. Be available for and assist the **Center** Mobile Crisis team when they respond to crisis calls in the community;
3. Be available for and assist the **Center** PATH and CSS teams when they respond to calls in the community;
4. Be available for and assist **Center** clinical staff when working with aggressive or difficult clients;
5. Provide required number of contacts as designated by the **Center**;
6. Serve as a **Liaison** between the **Center**, law enforcement, hospitals, and judicial entities;
7. Collaborate with the **Center** on any additional training pertinent; and
8. Provide training to **Center**, law enforcement, hospitals, judicial entities, and the community as directed by the **Center**.

In the performance of these duties, the **County** shall:

- Provide whatever administrative support and assistance as may be required to fulfill the needs of the parties;
- Provide the **Liaisons** with the same basic provisions set forth in the current collective bargaining agreement between Jefferson County, Texas and the Jefferson County Sheriff's Association (herein known as "Articles of Agreement");
- Provide the mandated in-service training any additional training required by the Texas Commission on Law Enforcement (TCOLE);
- Provide the same basic and necessary equipment provided to each deputy assigned to law enforcement duties and set forth in the Articles of Agreement "Uniforms, safety, and equipment"; and

The **Liaisons** and other **County** personnel who provide services pursuant to this **Agreement** are **Employees** of the **County**, and the **County Sheriff** shall maintain supervisory control and command over such **Employees**.

Responsibilities of the Center:

The **Center** agrees to fund clinicians for the **Mental Health Liaison Program**. This staff's primary responsibilities will include:

- Responding to calls with the **Liaison** to perform crisis assessments;
- Responding to calls with the **Liaison** to provide crisis intervention services;
- Responding to calls with the **Liaison** to provide crisis follow-up services;
- Coordinating referrals with the **Liaison** to various **Center** and community crisis services;
- Coordinating follow-up appointments and providing continuity of care for individuals seen by the team;
- Serving as a **Liaison** with the **Liaison** for law enforcement entities (such as police departments, local justices of the peace, and county judges) to the local community mental health system;
- Providing secure and adequate office space with designated locking file space to the **Liaison** to carry out his/her duties and permit access to all necessary facilities;

- Coordinating and assisting with all activity scheduling and ensure adequate time is allotted for preparation of any and all required reports; and
- Referring any comments, criticism, suggestions or recommendations concerning the **Liaison's** assignments or performance as soon as possible to the Jefferson County Sheriff, or his/her designee.

III.
TERMINATION

This **Agreement** may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party thirty (30) days before the effective date of termination.

This **Agreement** is contingent upon the availability and receipt of local, state or federal funds that **Center** has allocated to this **Agreement**. If such funds become unavailable during any budget period, this **Agreement** may be immediately terminated or reduced at the discretion of **Center**. **Center** will be responsible for payment of all monies due up through and including the date of such termination or reduction.

Since **Center** is responsible for partial funding as required for the **Liaison** positions, if **County** fails to receive such funding for any reason when it is due, **Liaison** will be immediately withdrawn from this service. This paragraph is not to be construed as a contract of employment with **Liaison**.

IV.
DOCUMENTATION

Liaison shall complete such reports of work-related activities as may be required by **Center**. The documentation of all reports will be in the manner and on forms prescribed by the **Center**. **Center** will provide the **Sheriff** with a copy of any reports or written documents prepared by the **Liaison** for the **Center** upon request.

V.
CONFIDENTIALITY

County must maintain the confidentiality of information received during the performance of this **Agreement**, including information that discloses confidential personal information or identifies any person served by **Center**, in accordance with applicable federal and state laws and **Center** rules.

VI.
PAYMENT

For the services provided, the **Center** agrees to pay the **County** based on the Sheriff's compensation terms of the Articles of Agreement between Jefferson County, Texas and the Jefferson County Deputy Association.

The **Center** will pay one hundred percent (100%) of the cost to the **County** for supplying two (2) liaisons (deputies) to provide the law enforcement services; including salaries, benefits, deferred liabilities, training, equipment, vehicle fuel and any additional expenses the **County** may incur in providing the services of the Mental Health deputy for the term of the **Agreement**. This payment will not exceed the total budgeted amount of One Hundred Thousand dollars (\$100,000) per liaison (deputy), per fiscal year unless prior written approval is granted from the **Center** to the **County**.

The **County** will be responsible for one hundred percent (100%) of the cost for one (1) liaison (deputy) to provide the law enforcement services; including salaries, benefits, deferred liabilities, Texas Commission on Law Enforcement (TCOLE) training, the **County** may incur in providing the services of the Mental Health liaison (deputy) for the term of the **Agreement**.

In addition, the **Center** also agrees to compensate **County** for hours worked on behalf of **Center** in excess of 40, per deputy, per week at the rate of time and one half the officer's regular rate of pay for deputies funded by **Center**.

Center agrees to reimburse **County** for all supplies and equipment utilized by Mental Health deputy for deputies funded by **Center**.

Center expressly understands and agrees that if payment is not received within thirty (30) days of the date due, this **Agreement** may be terminated by **County** without further notice. Further, failure to make demand for payment due shall not be a waiver of **Center**'s obligation to make timely payments.

Center agrees to restrict as part of the **Center**'s fund balance the amount necessary to fund the deferred liabilities for sick leave, vacation accrual and other post-employment benefits related to the Mental Health deputy. This amount will be estimated by the **County** Auditor's Office on an annual basis,

County, acting through the **County Auditor's Department**, will submit a quarterly billing statement (invoice) to the **Spindletop Center, 655 S. 8th Street, Beaumont, Texas, 77701**. **Center** will make payment in accordance with the terms of what is commonly called the Texas Prompt Payment Act.

No payment can be made by **Center** until this **Agreement** has been signed and returned to **Center**.

VII.
BOOKS AND RECORDS

All books, records and other methods of documentation related to this Agreement are and will be open to audit by HHSC during normal business hours.

VIII.
CENTER CONTRACT REQUIREMENTS

The Authority is required to insert the provisions of 25 TAC §412.57 in all of its contracts. Exhibit "A" is a copy of the provisions. The parties agree that the majority of the provisions do not apply to County; however, those that are applicable shall apply.

An executed Business Associate Agreement (Exhibit "B") must be on file, in addition to, this Agreement pursuant to which Center may provide County with access to health information that is protected by state and/or federal law.

IX.
VENUE

Venue and/or jurisdiction for this Agreement shall be in Jefferson County, Texas.

X.
NOTICES

All notices to be given under this Agreement shall be sent by certified mail, return receipt requested, at the address shown below.

XI.
EXECUTION BY SHERIFF

The Jefferson County Sheriff signs this Agreement to evidence his/her willingness to abide by all terms and conditions imposed upon the Sheriff's Office.

Executed this 14th day of MAY, 2018.

SPINDLETOP CENTER

By: Lisa Gibbs
 Printed Name: Lisa Gibbs
 Chief Executive Officer

Address: 655 South 8th St.
 Beaumont, TX 77701

COUNTY OF JEFFERSON

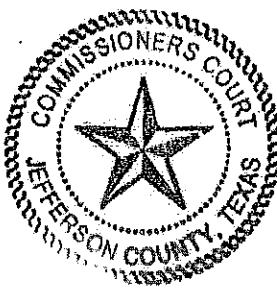
By: County Judge
 Printed Name: County Judge

JEFFERSON COUNTY SHERIFF'S OFFICE

By: County Sheriff
 Printed Name: County Sheriff

Attest: County Clerk
 Printed Name: County Clerk

Address: Jefferson County
 Attn: County Auditor
 1149 Pearl Street, 7th Floor
 Beaumont, TX 77701



I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES
 OF SPINDLETOP CENTER IN OPEN MEETING ON THE 25 DAY OF June, 2018.

By: Billy Paulett
 Printed Name: Billy Paulett
 Secretary to the Board of Trustees

EXHIBIT "A"
TAC §412.57

Texas Administrative Code

<u>TITLE 25</u>	HEALTH SERVICES
<u>PART 1</u>	DEPARTMENT OF STATE HEALTH SERVICES
<u>CHAPTER 412</u>	LOCAL MENTAL HEALTH AUTHORITY RESPONSIBILITIES
<u>SUBCHAPTER B</u>	CONTRACTS MANAGEMENT FOR LOCAL AUTHORITIES
RULE §412.57	Provisions for Community Services Contracts

(a) The local authority must ensure that all its community services contracts are consistent with the local authority's performance contract and with the model contracts designed by TDMHMR as required by the Texas Health and Safety Code, §534.055(c).

(b) The local authority must include in all of its community services contracts that are funded by TDMHMR provisions stating:

- (1) the contract term;
- (2) the community service(s) to be purchased;
- (3) the identification of all parties;
- (4) the total allowable payment or, if the community service is procured through open enrollment or is on a capitated basis, the rate of payment;
- (5) the method of payment;
- (6) that the contractor must comply with all applicable federal and state laws, rules, and regulations, including:

 - (A) Title VI of the Civil Rights Act of 1964;
 - (B) Section 504 of the Rehabilitation Act of 1973;
 - (C) the Americans with Disabilities Act of 1990 (ADA); and
 - (D) the Age Discrimination in Employment Act of 1967;

- (7) that if, as a result of a change to a TDMHMR rule or state or federal law, the contractual obligations of the contractor are materially changed or a significant financial burden is placed on the contractor, then the parties may renegotiate in good faith to amend the contract;
- (8) that no consumer will be excluded from participation in, denied the benefits of, or unlawfully discriminated against, in any program or activity funded by the contract on the grounds of race, color, ethnicity, national origin, religion, sex, age, disability, or political affiliation in accordance with applicable laws;
- (9) that all documents pertinent to the contract, including consumer records, will be retained by the contractor for a period of five years;
- (10) that all consumer-identifying information will be maintained by the contractor as confidential in accordance with applicable law and Chapter 414, Subchapter A of this title (relating to Client-Identifying Information);
- (11) that the contractor, its licensed staff, and other appropriate staff (such as QMHP-CS) will be credentialed before services are delivered to consumers by such contractor and staff;
- (12) a dispute resolution process;

- (13) the clearly defined performance expectations which directly relate to the community service's objectives, including goals, outputs, and measurable outcomes, and that the contractor must provide services in accordance with such expectations;
- (14) that any allegation of abuse, neglect, or exploitation of a consumer under the contract will be reported in accordance with applicable law, TDMHMR rules, and Texas Department of Protective and Regulatory Services rules;
- (15) that AIDS/HIV workplace guidelines, similar to those adopted by TDMHMR and AIDS/HIV confidentiality guidelines and consistent with state and federal law, will be adopted and implemented by the contractor;
- (16) that the contractor will comply with the relevant TDMHMR rules, certifications, accreditations, and licenses, that are specified in the contract;
- (17) that services will be provided in accordance with consumers' treatment plans;
- (18) that pursuant to Texas Health and Safety Code, §534.061, TDMHMR, the local authority, and their designees, including independent financial auditors, shall have, with reasonable notice, unrestricted access to all facilities, records, data, and other information under the control of the contractor as necessary to enable the local authority to audit, monitor, and review all financial and programmatic activities and services associated with the contract;
- (19) any sanctions and remedies the local authority may take in response to the contractor's failure to comply with the contract provisions; and
- (20) that the contractor will immediately notify the local authority of any change, or potential change, in its status that could affect its inclusion in the provider network.

(c) The local authority must include in all of its community services contracts for residential services that are funded by TDMHMR provisions stating:

- (1) that the contractor shall provide evidence of criminal history record information on the contractor's applicants, employees, and volunteers, pursuant to the Texas Health and Safety Code, §533.007 and Chapter 250; the Texas Government Code, §411.115; and Chapter 414, Subchapter K of this title (relating to Criminal History Clearances); and
- (2) that if an applicant, employee, or volunteer of the contractor has a criminal history relevant to his or her employment as described in Chapter 414, Subchapter K of this title (relating to Criminal History Clearances), then the contractor will take appropriate action with respect to the applicant, employee, or volunteer, including terminating or removing the employee or volunteer from direct contact with consumers served by the contractor.

(d) Community services contracts that require the contractor to assume responsibility for the funds of a consumer must contain provisions requiring the contractor to have and abide by a written policy, which is subject to approval by the local authority, for protecting and accounting for such funds in accordance with generally accepted accounting principles.

Source Note: The provisions of this §412.57 adopted to be effective April 22, 2001, 26 TexReg 2845

EXHIBIT "B"

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA"), is hereby entered into between Spindletop Center, ("Covered Entity"), and Jefferson County, Texas, ("Business Associate").

WHEREAS, Covered Entity and Business Associate have entered into an agreement to provide _____ pursuant to which Covered Entity may provide Business Associate with access to health information that is protected by state and/ or federal law;

WHEREAS, Business Associate and Covered Entity desire that Business Associate obtain access to such information in accordance with the terms specified herein; and

NOW THEREFORE, in consideration of the mutual promises set forth in this BAA and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. Definitions. Unless otherwise specified in this BAA, all capitalized terms not otherwise defined shall have the meanings established in Title 45, Parts 160 and 164, of the United States Code of Federal Regulations, as amended from time to time, and/or in the Health Information Technology for Economic and Clinical Health ("HITECH") Act. For purposes of clarification, the following terms shall have the definitions set forth below:
 - 1.1 "Privacy Rule" shall mean the standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, Subparts A and E.
 - 1.2 "Security Rule" shall mean the standards of security requirements of the HIPAA regulations at 45. C.F.R. §§302 through 164.31.
2. Business Associate Obligations. Business Associate may receive from Covered Entity health information that is protected under applicable state and/ or federal law, including without limitation, Protected Health Information ("PHI"). Business Associate agrees not to Use or Disclose (or permit the Use or Disclosure of) PHI in a manner that would violate the requirements of the Privacy Rule or the Security Rule under HIPAA or HITECH, if the PHI were used or disclosed by Covered Entity in the same manner. Business Associate shall use appropriate safeguards to prevent the Use or Disclosure of PHI other than as expressly permitted under this BAA. Business Associate agrees to not directly or indirectly receive payment in exchange for any PHI, unless Covered Entity obtained from the individual, who is the subject of the PHI, a signed written authorization specifically stating that the PHI can be exchanged for payment, or otherwise permitted by the limited exceptions as provided in HITECH §13405(d). Business Associate agrees to mitigate, to the extent reasonably possible, any harmful

effect that is known to Business Associate from any use or disclosure of PHI by Business Associate that is not authorized by this Agreement. Business Associate further agrees to mitigate, to the extent reasonably possible, any harmful effect that is known to Business Associate from any Security Incident or, after a reasonable investigation, would be known to Business Associate.

3. Use of PHI. Business Associate may use PHI as necessary (i) for performing services set out in the Underlying Agreement, or (ii) for carrying out its legal responsibilities, provided in each case that such Uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.
4. Disclosure of PHI. Business Associate may Disclose PHI as necessary (i) to perform services under the Underlying Agreement, or (ii) to carry out its legal responsibilities, provided that either (a) the Disclosure is Required by Law or (b) the Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will be held confidential and further Used and Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and such person agrees to immediately notify the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
5. Reports. Business Associate agrees to report to Covered Entity:
 - 5.1 Any Use or Disclosure of PHI not authorized by this BAA within five (5) days of the Business Associate becoming aware of such unauthorized Use or Disclosure;
 - 5.2 Any Security Incident within five (5) days of the Business Associate becoming aware of the Security Incident; and,
 - 5.3 Any Breach of Unsecured PHI Discovered by Business Associate, to the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys or otherwise holds, Uses or Discloses Unsecured PHI, unless delayed for law enforcement purposes, without delay and in no case later than five (5) calendar days after Discovery of the Breach, and shall include the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or Disclosed during such Breach. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 C.F.R. § 164.404(c) or as soon thereafter as information becomes available.

6. **Agents and Subcontractors.** If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing in accordance with 45 C.F.R. § 164.504(e)(1)(i) that the Recipient will appropriately safeguard the information by imposing, at minimum, the same restrictions and conditions that apply to the Business Associate under this BAA.

7. **Individual Rights to Access and Amendment.**

7.1 **Access.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall permit an Individual to inspect or copy PHI contained in that set about the Individual in accordance with the Privacy Rule set forth in 45 C.F.R. § 164.524, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.524, as determined by the Covered Entity. In the event a Business Associate uses or maintains an Electronic Health Record on behalf of Covered Entity, then, as of the date required by HITECH, an Individual's right of access under 45 C.F.R. § 164.524 shall include the right to obtain a copy of the PHI in an electronic format and, if the Individual chooses in a clear, conspicuous and specific manner, to direct the Business Associate to transmit such copy to any person designated by the Individual. Business Associate shall respond to any request from Covered Entity for access by an Individual within five (5) days of such request unless otherwise agreed to by Covered Entity. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost based fee may be charged for copying PHI or providing a summary of PHI in accordance with 45 C.F.R. § 164.524(c)(4), provided that any such fee relating to a copy or summary of PHI provided in an electronic form may not be greater than the labor costs incurred in response to the request for the copy or summary.

7.2 **Amendment.** Business Associate shall accommodate an Individual's right to amend PHI or a record about the Individual in a Designated Record Set in accordance with the Privacy Rule set forth at 45 C.F.R. § 164.526, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.526, as determined by the Covered Entity. Covered Entity shall determine whether a denial to an amendment request is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for amendment by an Individual and shall make any amendment requested by Covered Entity within ten (10) days of such request. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set.

8. **Accounting of Disclosures.**

8.1 **General Accounting Provisions.** Business Associate shall make available to Covered Entity in response to a request from an Individual, information required for an accounting of Disclosures of PHI with respect to the Individual, in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time,

unless an exception to such Accounting exists under 45 C.F.R. § 164.528. Such Accounting is limited to Disclosures that were made in the six (6) years prior to the request and shall not include any Disclosures that were made prior to the compliance date of the Privacy Rule. Business Associate shall provide such information necessary to provide an accounting within thirty (30) days of Covered Entity's request.

8.2 *Special Provisions for Disclosures made through an Electronic Health Record.* As of the date required by HITECH, if Covered Entity uses or maintains an Electronic Health Record with respect to PHI and if Business Associate makes Disclosures of PHI for Treatment, Payment or Health Care Operations purposes through such Electronic Health Record, Business Associate will provide an accounting of Disclosures that Covered Entity has determined were for Covered Entity's Treatment, Payment and/or Health Care Operations purposes to Individuals who request an accounting directly from Business Associate. Any accounting made pursuant to this Section 8.2 shall be limited to Disclosures made in the three (3) years prior to the Individual's request for the accounting. The content of the accounting shall be in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time.

8.3 *Fees for an Accounting.* Any accounting provided under Section 8.1 or Section 8.2 must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost based fee may be charged for subsequent accountings if Business Associate informs the Covered Entity and the Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request.

9. Withdrawal of Consent or Authorization. If the use or disclosure of PHI in this BAA is based upon an Individual's specific consent or authorization for the use of his or her PHI, and (i) the Individual revokes such consent or authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the Use and Disclosure of any such Individual's PHI except to the extent it has relied on such Use or Disclosure, or where an exception under the Privacy Rule expressly applies.

10. Records and Audit. Business Associate shall make available to Covered Entity and to the Secretary of Health and Human Services ("Secretary") or her agents, its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Privacy Rule and the Security Rule or any other health oversight agency, in a timely manner designated by Covered Entity or the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests served upon Business Associate by or on behalf of any and all government authorities relating to PHI received from, or created or received by, Business Associate on behalf of Covered Entity.

11. Notice of Privacy Practices. Covered Entity shall provide to Business Associate its Notice of Privacy Practices ("Notice"), including any amendments to the Notice. Business Associate agrees that it will abide by any limitations set forth in the Notice, as it may be amended from time to time, of which it has knowledge. An amended Notice shall not affect permitted Uses and Disclosures on which Business Associate has relied prior to receipt of such Notice.
12. Security. Business Associate will (i) implement Administrative, Physical and Technical Safeguards that reasonably and appropriate protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required under the Security Rule; and (ii) ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such information as required under the Security Rule. Further, as of the date required by HITECH, Business Associate shall comply with the standards and implementation specifications set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 with respect to such Administrative, Physical and Technical Safeguards.
13. Term and Termination.
 - 13.1 This BAA shall commence on the effective date of the Agreement and shall remain in effect until terminated in accordance with the terms of this Section 13, provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this BAA prior to the effective date of termination, all of which shall continue in accordance with their terms.
 - 13.2 Covered Entity shall have the right to terminate this BAA for any reason upon thirty (30) days written notice to Business Associate.
 - 13.3 Covered Entity, at its sole discretion, may immediately terminate this BAA and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing:
 - i) Business associate shall fail to observe or perform any material covenant or agreement contained in this BAA for ten (10) days after written notice thereof has been given to Business Associate by Covered Entity; or
 - ii) A violation by Business Associate of any provision of the Privacy Rule, Security Rule, or other applicable federal or state privacy law.
 - 13.4 Upon the termination of negotiations for a possible business relationship with Covered Entity, this BAA shall terminate simultaneously without additional notice.
 - 13.5 Upon termination of this BAA for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise created through the performance of the Agreement Services for

Covered Entity that is in the possession or control of Business Associate or its agents. In the case of information for which it is not feasible to "return or destroy", Business Associate shall continue to comply with the covenants in this BAA with respect to such PHI and shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment. Termination of this BAA shall be cause for Covered Entity to terminate the Agreement.

14. Miscellaneous.

14.1 *Notice.* All notices, requests, demands and other communications required or permitted to be given or made under this BAA shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below.

Business Associate:

Attention: _____

Covered Entity:

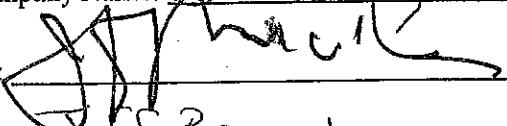
Spindletop Center
655 S. 8th St.
Beaumont, TX 77701

Attention: CEO

- 14.2 *Waiver.* No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
- 14.3 *Assignment.* Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this BAA without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
- 14.4 *Compliance with HITECH; Agreement to Amend BAA.* The parties agree that it is their intention (i) to comply with the privacy and security provisions contained in HITECH and (ii) to incorporate those provisions into this BAA to the extent required by HITECH. The parties further agree to amend this BAA to the extent necessary to comply with state and federal laws, including without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HITECH, and any regulations promulgated or other guidance issued pursuant to HIPAA and HITECH.
- 14.5 *Entire Agreement.* This BAA constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this BAA, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA and the terms of any such later agreement(s), the terms of this BAA shall control unless the terms of such later agreement comply with the Privacy Rule and the Security Rule. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. This BAA is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third party beneficiary under this BAA, nor shall any third party have any rights as a result of this BAA.
- 14.6 *Governing Law.* This BAA shall be governed by and interpreted in accordance with the laws of the State where Covered Entity is located.
- 14.7 *Counterparts.* This BAA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this BAA, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this BAA is sought.

AGREED AND ACKNOWLEDGED:**BUSINESS ASSOCIATE:**

Company Name: Jefferson County, Texas

By: 

Name: Jeff Branick

Title: County Judge

Date: 10/1/18

COVERED ENTITY:

Spindletop Center

By: 

Name: Holly Borel

Title: Chief Executive Officer

Date: 9/13/18

*Agreement*TSDPW
Form 801
8/7/61

AGREEMENT

1. This agreement is entered into by the State Department of Public Welfare and by The County of Jefferson, Texas, hereafter referred to as the Political Subdivision, in order to make Old-Age and Survivors Insurance coverage effective for employees of the Political Subdivision.
2. Both parties agree to undertake the respective liabilities and responsibilities authorized and provided by H. B. 608, Acts 52nd Legislature, Regular Session, and by the Federal Social Security Act (as they now are and may from time to time be amended), and that they are a part of this agreement.
3. The Political Subdivision agrees that the provisions of Bulletin 2, Application and Agreement, (as it now is and may from time to time be amended) promulgated by the State Department of Public Welfare, are a part of this agreement.
4. The Political Subdivision agrees to cover all employees of the Political Subdivision, except those performing services specifically excluded by law and those performing services listed below.

(None)

May, 1955

(The purpose of this agreement is to extend OASI coverage to those employees previously excluded by law from the coverage agreement signed for Jefferson County on May 5, 1952, and for the State Department of Public Welfare on June 20, 1952.)

5. The Political Subdivision will deposit in the "Social Security Fund" on or before (date) February 15th each year the amount of priority dedicated revenues sufficient to meet its estimated obligations under the terms of this agreement.
6. The effective date of this agreement is (date) Jan. 1, 1955.
7. This agreement is agreed to,

by the Political Subdivision (date) June 20, 1955

Signed:

Title:

County Judge

by the State Department of Public Welfare (date) AUG 4 1955

Signed:

Title: Executive Director

James A. Rockland

MODIFICATION NO. 14

TO TEXAS STATE SOCIAL SECURITY AGREEMENT

The Federal Security Administrator and the State of Texas acting through its representative designated to administer its responsibilities under the agreement of November 30, 1951, hereby accept as additional coverage groups under said Agreement and acknowledge the full applicability of the original agreement to the following:

Counties

1. ~~██████████~~ Effective date as of April 1, 1952.
Exclusions: None.
2. ~~██████████~~ Effective date as of January 1, 1952.
Exclusions:
 - (a) Employees engaged in rendering services of emergency nature.
 - (b) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
3. Jefferson
Effective date as of January 1, 1951.
Exclusions: None.

Municipalities

1. ~~██████████~~ Effective date as of January 1, 1952.
Exclusions:
 - (a) Employees engaged in rendering services of emergency nature.
 - (b) Employees engaged in rendering services in part-time positions.
 - (c) Employees engaged in rendering services in elective positions.

Approved for the State of Texas this 20th day of June,
1952.

John H. Winters
John H. Winters
Executive Director
State Department of Public Welfare
State of Texas

Approved for the Federal Security Administrator this *20th*
day of *July*, 1952.

O. C. Pogge
O. C. Pogge, Director
Bureau of Old-Age and Survivors Insurance

MODIFICATION NO. 123

TO TEXAS STATE SOCIAL SECURITY AGREEMENT

The Secretary of Health, Education, and Welfare and the State of Texas, acting through its representative designated to administer its responsibilities under the agreement of November 30, 1951, hereby accept as additional coverage groups under said agreement and acknowledge full applicability of the terms of said agreement to the following:

Services performed by individuals as employees of the following political subdivisions of the State as members of a coverage group (as defined in Section 210(a) (b) of the Social Security Act, as amended)

COUNTIES

✓ 1. Jefferson County

This modification covers services performed by employees as members of the Employees' Retirement System of Jefferson County.

Effective date as of January 1, 1955

Inclusions:

(None)

Approved for the State of Texas this fourth day of August, 1955

John H. Winters
John H. Winters
Executive Director
State Department of Public Welfare
State of Texas

Approved this 24 day of August, 1955

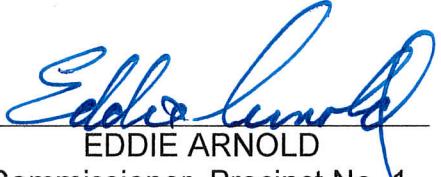
The Secretary of Health, Education, and Welfare

By: Robert M. Bell, Deputy Director

Bureau of Old Age and Survivors Insurance

RESOLUTION

BE IT RESOLVED PURSUANT TO THE TEXAS PROPERTY TAX CODE, SECTION 26.09, THAT COMMISSIONERS' COURT OF JEFFERSON COUNTY HEREBY APPROVE THE 2018 TAX ROLL THIS 15 DAY OF October, 2018.


EDDIE ARNOLD
Commissioner, Precinct No. 1

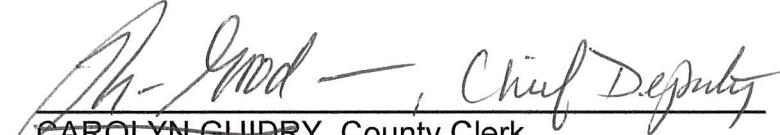

BRENT WEAVER
Commissioner, Precinct No. 2


JEFF BRANICK
County Judge


MICHAEL SINEGAL
Commissioner, Precinct No. 3


EVERETTE D. ALFRED
Commissioner, Precinct No. 4

Sworn to and subscribed before me, the undersigned authority, this 15th day of October, 2018.


CAROLYN GUIDRY, County Clerk
Theresa Goodness



ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR



TERRY WUENSCHEL
CHIEF DEPUTY

October 4, 2018

144

Patrick Swain
County Auditor
Jefferson County
Beaumont, TX

Dear Patrick:

Attached is the **2018 Certified Tax Roll Summary**. Pursuant to the Texas Property Tax Code, Section 26.09, this certified tax roll summary should be approved at the next Commissioners' Court meeting. After the approval, please return the resolution for retention in the Tax Office.

If you should have any questions or require further information, please feel free to call.

Sincerely,

A handwritten signature in black ink that reads "Allison Nathan Getz".

ALLISON NATHAN GETZ, PCC
Assessor-Collector of Taxes
Jefferson County, Texas

ANG:ce

Attachment

cc: Fran Lee

grandrop.ltr

NAME

AMOUNT

CHECK NO.

TOTAL

ROAD & BRIDGE PCT.#1

SPIDLE & SPIDLE	2,487.09	451715
RB EVERETT & COMPANY, INC.	97,843.00	451744
ENTERGY	640.91	451749
OFFICE DEPOT	228.81	451778
SOUTHEAST TEXAS WATER	14.00	451793
VULCAN MATERIALS CO.	13,065.15	451808
SOUTHERN TIRE MART, LLC	1,958.80	451815
ASCO	80.73	451914
		116,318.49**

ROAD & BRIDGE PCT.#2

CITY OF NEDERLAND	54.48	451735
DYNAMIC POWER SYSTEM, INC.	1,401.76	451742
ENTERGY	857.18	451749
J. K. CHEVROLET CO.	42.40	451759
KAY ELECTRONICS, INC.	267.00	451765
MUNRO'S	44.45	451772
OFFICE DEPOT	34.39	451778
PHILPOTT MOTORS, INC.	146.78	451781
RITTER @ HOME	190.03	451786
SETZER HARDWARE, INC.	85.67	451791
AT&T	97.41	451795
BUMPER TO BUMPER	98.38	451858
MARTIN PRODUCT SALES LLC	120.00	451867
INTERSTATE ALL BATTERY CENTER - BMT	353.85	451888
GCR TIRES & SERVICE	2,109.29	451926
GULF COAST	808.34	451952
		6,711.41**

ROAD & BRIDGE PCT. # 3

SPIDLE & SPIDLE	2,377.38	451715
CERTIFIED LABORATORIES	399.70	451731
MOTION INDUSTRIES, INC.	835.04	451771
MUNRO'S	23.40	451772
NOACK LOCKSMITH	190.85	451773
OFFICE DEPOT	129.62	451778
TEJAS MFG & RV SUPERSTORE, INC.	349.00	451800
VULCAN MATERIALS CO.	1,897.88	451808
LOWE'S HOME CENTERS, INC.	315.00	451845
TEXAS GAS SERVICE	152.81	451851
WINDSTREAM	42.47	451865
PRO CHEM INC	222.82	451910
BK INDUSTRIAL SOLUTIONS LLC	1,273.00	451938
		8,208.97**

ROAD & BRIDGE PCT.#4

BEAUMONT TRACTOR COMPANY	80.78	451726
COASTAL WELDING SUPPLY	63.00	451737
ENTERGY	16.17	451749
CASH ADVANCE ACCOUNT	74.12	451761
MUNRO'S	63.33	451772
OFFICE DEPOT	461.96	451778
OIL CITY TRACTORS, INC.	56.76	451779
SCOOTER'S LAWNMOWERS	125.00	451789
SOUTHEAST TEXAS WATER	56.65	451793
UNITED STATES POSTAL SERVICE	3.50	451832
INTERSTATE ALL BATTERY CENTER - BMT	361.10	451888
ON TIME TIRE	92.00	451907
SOUTHEAST TEXAS PARTS AND EQUIPMENT	62.94	451920
		1,517.31**

ENGINEERING FUND

UNITED STATES POSTAL SERVICE	2.93	451832
BRADLEY STAFFORD	40.00	451913
		42.93**
PARKS & RECREATION		
CITY OF PORT ARTHUR - WATER DEPT.	46.95	451733
ENTERGY	1,575.30	451749
AT&T	27.82	451795
VULCAN MATERIALS CO.	4,955.82	451808

NAME	AMOUNT	CHECK NO.	TOTAL
W. JEFFERSON COUNTY M.W.D. LOWE'S HOME CENTERS, INC.	27.14 80.64	451811 451845	6,713.67**
GENERAL FUND			
JEFFERSON CTY CHILD WELFARE BOARD JEFFERSON CTY CHILD WELFARE BOARD	110.92 42.66	451880 451881	153.58*
TAX OFFICE			
DELL MARKETING L.P. HERNANDEZ OFFICE SUPPLY, INC. PITNEY BOWES, INC. UNITED STATES POSTAL SERVICE TAAO VECTOR SECURITY	474.65 434.25 708.00 397.81 270.00 450.96	451740 451756 451782 451832 451846 451958	2,735.67*
COUNTY HUMAN RESOURCES			
OFFICE DEPOT UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT SOUTHEAST TEXAS OCCUPATIONAL MEDICI	199.99 .82 40.17 100.00	451778 451832 451836 451944	340.98*
AUDITOR'S OFFICE			
OFFICE DEPOT UNITED STATES POSTAL SERVICE CANDACE PLESSALA SUPERIOR LLC PATRICIA MOODY	1,095.42 29.48 96.47 52,746.94 36.95	451778 451832 451883 451962 451971	54,005.26*
COUNTY CLERK			
OFFICE DEPOT UNITED STATES POSTAL SERVICE	184.88 234.31	451778 451832	419.19*
COUNTY JUDGE			
LAIRON DOWDEN, JR. WYATT SNIDER JAN GIROUARD & ASSOCIATES LLC	500.00 500.00 200.00	451741 451900 451943	1,200.00*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE JEFFERSON COUNTY CREDIT CARDS	29.30 239.00	451832 451897	268.30*
COUNTY TREASURER			
OFFICE DEPOT UNITED STATES POSTAL SERVICE	589.87 181.44	451778 451832	771.31*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER FUNCTION 4 LLC	1,800.00 270.00	451780 451953	2,070.00*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	3.45	451832	3.45*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT TEXAS WILDLIFE DAMAGE MGMT FUND TEXAS CONFERENCE OF URBAN COUNTIES LAURIE PEROZZO SAM'S CLUB DIRECT VECTOR SECURITY	25.00 2,700.00 9,407.00 500.00 21.92 37.00	451761 451801 451847 451889 451911 451957	12,690.92*
DATA PROCESSING			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	818.42	451778	
CDW COMPUTER CENTERS, INC.	92.06	451817	
TODD L. FREDERICK	130.80	451837	
SPS VAR LLC	5,500.00	451848	
JEFFERSON COUNTY CREDIT CARDS	85.64	451897	
DATALOGICS INC	5,000.00	451940	
VOTERS REGISTRATION DEPT			11,626.92*
UNITED STATES POSTAL SERVICE	525.28	451832	
ELECTIONS DEPARTMENT			525.28*
HART INTER CIVIC	27,482.20	451755	
OFFICE DEPOT	112.20	451778	
CDW COMPUTER CENTERS, INC.	399.82	451817	
UNITED STATES POSTAL SERVICE	615.31	451832	
ELECTION ADMINISTRATION REPORT	219.00	451841	
JEFFERSON COUNTY CREDIT CARDS	1,899.00	451897	
WESTERN MICROGRAPHICS & IMAGING	3,600.00	451906	
AT&T MOBILITY	535.43	451941	
KNOWINK LLC	15,190.00	451975	
DISTRICT ATTORNEY			50,052.96*
CRISTY SMITH	35.00	451730	
CASH ADVANCE ACCOUNT	68.00	451761	
OFFICE DEPOT	292.96	451778	
TEXAS DISTRICT & COUNTY ATTY ASSN.	875.00	451802	
UNITED STATES POSTAL SERVICE	190.57	451832	
SUMMER TANNER	615.60	451868	
DISTRICT CLERK			2,077.13*
SOUTHERN COMPUTER WAREHOUSE	218.99	451723	
OFFICE DEPOT	1,316.42	451778	
UNITED STATES POSTAL SERVICE	321.27	451832	
CRIMINAL DISTRICT COURT			1,856.68*
DAVID GROVE	8,750.00	451717	
NATHAN REYNOLDS, JR.	600.00	451785	
58TH DISTRICT COURT			9,350.00*
JEFFERSON COUNTY CREDIT CARDS	232.99	451897	
60TH DISTRICT COURT			232.99*
UNITED STATES POSTAL SERVICE	.41	451832	
136TH DISTRICT COURT			.41*
UNITED STATES POSTAL SERVICE	1.15	451832	
LEXIS-NEXIS	276.00	451835	
252ND DISTRICT COURT			277.15*
JACK LAWRENCE	15.45	451718	
DAVID W BARLOW	2,400.00	451725	
THOMAS J. BURBANK PC	2,025.05	451729	
OFFICE DEPOT	160.44	451778	
TEXAS CORRECTIONAL INDUSTRIES	1,034.78	451803	
UNITED STATES POSTAL SERVICE	144.16	451832	
ALLEN PARKER	8,750.00	451892	
SAMUEL & SON LAW FIRM PLLC	8,750.00	451930	
THOMAS WILLIAM KELLEY	8,750.00	451949	
279TH DISTRICT COURT			32,029.88*
DAVID GROVE	100.00	451716	
PHILLIP DOWDEN	500.00	451722	
CATHERINE BRUNNEY	2,000.00	451758	

NAME	AMOUNT	CHECK NO.	TOTAL
ANITA F. PROVO	100.00	451784	
KEVIN PAULA SEKALY PC	325.00	451790	
UNITED STATES POSTAL SERVICE	2.78	451832	
LEXIS-NEXIS	69.00	451833	
JOEL WEBB VAZQUEZ	500.00	451857	
TONYA CONNELL TOUPS	100.00	451873	
RONALD PLESSALA	1,500.00	451884	
ALLEN PARKER	500.00	451891	
JONATHAN L. STOVALL	100.00	451898	
ALICIA K HALL	800.00	451905	
WILLIAM FORD DISHMAN	1,100.00	451918	
TARA SHELANDER	1,200.00	451924	
DANE DENNISON	612.50	451925	
LAW OFFICE OF SOLOMON FREIMUTH	150.00	451963	
WRIGHT PITRE & FREIMUTH PLLC	500.00	451978	
317TH DISTRICT COURT			10,159.28*
PHILLIP DOWDEN	650.00	451722	
MARVA PROVO	650.00	451783	
ANITA F. PROVO	600.00	451784	
CHARLES ROJAS	825.00	451819	
UNITED STATES POSTAL SERVICE	10.72	451832	
GLEN M. CROCKER	150.00	451839	
JOEL WEBB VAZQUEZ	2,000.00	451857	
JUDY PAASCH	2,465.42	451859	
KIMBERLY PHELAN, P.C.	150.00	451863	
TONYA CONNELL TOUPS	475.00	451873	
P DEAN BRINKLEY	150.00	451896	
BRITTANIE HOLMES	600.00	451912	
MATUSKA LAW FIRM	475.00	451922	
MELANIE AIREY	150.00	451935	
LAW OFFICE OF J SCOTT FREDERICK	150.00	451936	
JUSTICE COURT-PCT 1 PL 1			9,501.14*
OFFICE DEPOT	206.99	451778	
UNITED STATES POSTAL SERVICE	34.31	451832	
JUSTICE COURT-PCT 1 PL 2			241.30*
OFFICE DEPOT	263.15	451778	
JUSTICE COURT-PCT 2			263.15*
OFFICE DEPOT	6.99	451778	
JUSTICE COURT-PCT 6			6.99*
UNITED STATES POSTAL SERVICE	53.84	451832	
COUNTY COURT AT LAW NO.1			53.84*
UNITED STATES POSTAL SERVICE	.82	451832	
JEFFERSON COUNTY CREDIT CARDS	150.00	451897	
COUNTY COURT AT LAW NO. 2			150.82*
JACK LAWRENCE	250.00	451718	
OFFICE DEPOT	829.05	451778	
UNITED STATES POSTAL SERVICE	5.37	451832	
ANTOINE FREEMAN	300.00	451874	
THOMAS JAMES LANDRY	250.00	451966	
COUNTY COURT AT LAW NO. 3			1,634.42*
CASH ADVANCE ACCOUNT	955.61	451761	
OFFICE DEPOT	959.21	451778	
UNITED STATES POSTAL SERVICE	8.75	451832	
LAURIE PEROZZO	250.00	451889	
BRITTANIE HOLMES	250.00	451912	
SAMUEL & SON LAW FIRM PLLC	250.00	451929	
THE MAYO LAW FIRM PLLC	300.00	451955	
COURT MASTER			2,973.57*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	1.63	451832	
LEXIS-NEXIS	68.00	451833	
MEDIATION CENTER			69.63*
OFFICE DEPOT	1,499.97	451778	
SOUTHEAST TEXAS WATER	38.85	451793	
UNITED STATES POSTAL SERVICE	8.98	451832	
SHERIFF'S DEPARTMENT			1,547.80*
CITY OF NEDERLAND	27.53	451735	
EQUINE MEDICINE & SURGERY	56.00	451743	
FED EX	281.57	451745	
ENTERGY	1,072.31	451749	
JEPPESEN & SANDERSON	2,820.00	451762	
KAY ELECTRONICS, INC.	2,189.58	451765	
OFFICE DEPOT	1,373.23	451778	
AT&T	163.61	451795	
TDCAA BOOK ORDERS	236.00	451798	
ULINE SHIPPING SUPPLY SPECIALI	171.80	451807	
CDW COMPUTER CENTERS, INC.	94.99	451817	
UNITED STATES POSTAL SERVICE	1,217.69	451832	
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	451842	
FIVE STAR FEED	4,495.00	451853	
MDE INC	665.00	451893	
RITA HURT	550.00	451903	
GOLD COAST ARMORY LLC	700.82	451932	
TRANSUNION RISK AND ALTERNATIVE	475.30	451934	
GALLS LLC	493.10	451939	
SUPERION LLC	2,677.50	451962	
ZETX	2,400.00	451972	
CRIME LABORATORY			22,193.98*
AGILENT TECHNOLOGIES	47.70	451720	
CASH ADVANCE ACCOUNT	212.00	451761	
OFFICE DEPOT	565.78	451778	
SANITARY SUPPLY, INC.	300.84	451787	
HENRY SCHEIN, INC.	463.16	451788	
SOUTHEAST TEXAS WATER	1,864.90	451793	
OFFICE OF COURT ADMINISTRATION	2,200.00	451843	
SPECTRUM LABORATORY PRODUCTS	254.22	451849	
AIRGAS SOUTHWEST	88.55	451882	
CAYMAN CHEMICAL COMPANY	206.00	451894	
JEFFERSON COUNTY CREDIT CARDS	499.00	451897	
RDB SERVICES	500.00	451904	
MILES SCIENTIFIC CORPORATION	97.20	451967	
JAIL - NO. 2			7,299.35*
CITY OF BEAUMONT - WATER DEPT.	16.00	451732	
COASTAL WELDING SUPPLY	342.34	451737	
W.W. GRAINGER, INC.	619.71	451746	
ENTERGY	752.78	451749	
HARBOR FREIGHT TOOLS	1,146.94	451754	
JACK BROOKS REGIONAL AIRPORT	861.98	451760	
JOHNSON SUPPLY	70.32	451764	
KOMMERCIAL KITCHENS	6,458.87	451767	
M&D SUPPLY	418.69	451769	
AT&T	29.38	451795	
SUTHERLAND LUMBER CO.	37.45	451796	
WHOLESALE ELECTRIC SUPPLY CO.	470.62	451812	
LOWE'S HOME CENTERS, INC.	2,280.56	451845	
INTERSTATE ALL BATTERY CENTER - BMT	98.95	451888	
WORLD FUEL SERVICES	2,456.23	451890	
JEFFERSON COUNTY CREDIT CARDS	2,184.00	451897	
INDEPENDENT STATIONERS	328.71	451899	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,250.00	451908	
SAM'S CLUB DIRECT	1,283.76	451911	
GALLS LLC	835.36	451939	
TEXAS PRISONER TRANSPORTATION SERVI	4,086.00	451947	
IMPACT WASTE LLC	360.00	451951	

NAME	AMOUNT	CHECK NO.	TOTAL
HARDIE'S FRESH FOODS	3,448.26	451959	
NATIONAL FOOD GROUP INC	10,417.30	451960	
BIMBO BAKERIES USA INC	793.42	451961	
CORRHEALTH LLC	78,900.85	451970	
MOORE-ALL TEX SUPPLY	56.27	451974	
CADE CARR	791.08	451980	
JUVENILE PROBATION DEPT.			120,795.83*
G. FRAN HUDGINS	1,051.00	451757	
CASH ADVANCE ACCOUNT	336.26	451761	
UNITED STATES POSTAL SERVICE	17.67	451832	
VICTOR CANTU	102.46	451917	
ANNIE JONES	140.61	451956	
JUVENILE DETENTION HOME			1,648.00*
ENTERGY	9,889.70	451749	
CASH ADVANCE ACCOUNT	523.89	451761	
FLOWERS FOODS	126.74	451855	
BEN E KEITH FOODS	3,931.32	451856	
VANSCHECA SANDERS-CHEVIS	400.00	451869	
KAREN ROBERTS	400.00	451886	
A1 FILTER SERVICE COMPANY	183.79	451902	
CONSTABLE PCT 1			15,455.44*
UNITED STATES POSTAL SERVICE	100.93	451832	
TND WORKWEAR CO LLC	173.95	451954	
CONSTABLE-PCT 2			274.88*
GREATER PORT ARTHUR	125.00	451747	
OFFICE DEPOT	346.65	451778	
FLEET SAFETY EQUIPMENT	475.00	451977	
CONSTABLE-PCT 4			946.65*
TEXAS STATE UNIVERSITY SAN MARS	600.00	451794	
DISH NETWORK	59.50	451870	
CONSTABLE-PCT 6			659.50*
UNITED STATES POSTAL SERVICE	8.64	451832	
JEFFERSON COUNTY CREDIT CARDS	684.45	451897	
AGRICULTURE EXTENSION SVC			693.09*
STARLA B. GARLICK	162.53	451713	
UNITED STATES POSTAL SERVICE	2.45	451832	
PAULA TACKER	2,032.80	451968	
HEALTH AND WELFARE NO. 1			2,197.78*
ENTERGY	70.00	451752	
OFFICE DEPOT	299.79	451778	
TEXAS MEDICAL ASSOCIATION, INC.	386.50	451805	
TEXAS PUBLIC HEALTH ASSOCIATION	32.50	451806	
AUSTIN CECIL WALKES MD PA	237.56	451809	
AUSTIN CECIL WALKES MD PA	2,932.58	451810	
UNITED STATES POSTAL SERVICE	94.47	451832	
AMERICAN MEDICAL ASSOCIATION	210.00	451876	
HEALTH AND WELFARE NO. 2			4,263.40*
BROUSSARD'S MORTUARY	1,500.00	451728	
CITY OF PORT NECHES	40.00	451734	
CLAYTON THOMPSON FUNERAL HOME	1,500.00	451736	
O.W. COLLINS APARTMENTS	156.84	451738	
ENTERGY	70.00	451753	
OFFICE DEPOT	62.26	451778	
TEXAS MEDICAL ASSOCIATION, INC.	386.50	451805	
TEXAS PUBLIC HEALTH ASSOCIATION	32.50	451806	

NAME	AMOUNT	CHECK NO.	TOTAL
AUSTIN CECIL WALKES MD PA	237.57	451809	
AUSTIN CECIL WALKES MD PA	2,932.58	451810	
MCKESSON MEDICAL-SURGICAL INC	235.77	451818	
AMERICAN MEDICAL ASSOCIATION	210.00	451876	
HEB CREDIT RECEIVABLES DEPT 308	15.00	451879	
ENVIRONMENTAL CONTROL			7,379.02*
OFFICE DEPOT	118.95	451778	
TEXAS ENVIRONMENTAL HEALTH ASSN.	100.00	451804	
INDIGENT MEDICAL SERVICES			218.95*
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	451875	
DANA JOHNSON	600.00	451931	
TDS OPERATING INC	235.00	451969	
EMERGENCY MANAGEMENT			4,608.00*
VERIZON WIRELESS	150.00	451828	
MAINTENANCE-BEAUMONT			150.00*
JOHNSTONE SUPPLY	46.84	451719	
CITY OF BEAUMONT - LANDFILL	44.00	451724	
JOHNSON SUPPLY	1,261.16	451764	
OFFICE DEPOT	119.99	451778	
ACE IMAGEWEAR	163.64	451792	
AT&T	657.66	451795	
WORTH HYDROCHEM	265.00	451813	
TEXAS FIRE & COMMUNICATIONS	105.00	451820	
OTIS ELEVATOR COMPANY	2,808.46	451854	
FIRETROL PROTECTION SYSTEMS, INC.	170.00	451885	
A1 FILTER SERVICE COMPANY	732.70	451902	
WASTEWATER TRANSPORT SERVICES LLC	35.00	451923	
CINTAS CORPORATION	216.74	451946	
MAINTENANCE-PORT ARTHUR			6,626.19*
ENTERGY	5,789.76	451749	
MAINTENANCE-MID COUNTY			5,789.76*
CITY OF NEDERLAND	20.15	451735	
ENTERGY	2,571.99	451749	
RITTER @ HOME	100.00	451786	
SANITARY SUPPLY, INC.	1,168.88	451787	
ACE IMAGEWEAR	64.82	451792	
W. JEFFERSON COUNTY M.W.D.	27.14	451811	
LOWE'S HOME CENTERS, INC.	78.04	451845	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	883.64	451937	
SERVICE CENTER			4,914.66*
J.K. CHEVROLET CO.	113.37	451759	
KINSEL FORD, INC.	161.00	451766	
MUNRO'S	45.90	451772	
PHILPOTT MOTORS, INC.	21.48	451781	
AT&T	64.94	451795	
JEFFERSON CTY. TAX OFFICE	7.50	451821	
JEFFERSON CTY. TAX OFFICE	7.50	451822	
JEFFERSON CTY. TAX OFFICE	7.50	451823	
JEFFERSON CTY. TAX OFFICE	7.50	451824	
JEFFERSON CTY. TAX OFFICE	7.50	451825	
JEFFERSON CTY. TAX OFFICE	16.75	451826	
JEFFERSON CTY. TAX OFFICE	16.75	451827	
VOYAGER FLEET SYSTEM, INC.	25,289.83	451852	
BUMPER TO BUMPER	68.18	451858	
THIRD COAST TINT	75.00	451878	
LIBERTY TIRE RECYCLING LLC	118.79	451887	
mighty of SOUTHEAST TEXAS	220.32	451901	
1800RADIATOR & AC	111.00	451933	
DENNIS LOWE	274.35	451948	

NAME	AMOUNT	CHECK NO.	TOTAL
SNAP ON TOOLS	496.90	451950	
THE GOODYEAR TIRE & RUBBER COMPANY	7,431.08	451979	34,563.14*
VETERANS SERVICE			
OFFICE DEPOT	290.57	451778	
HILARY GUEST	100.17	451850	390.74*
MOSQUITO CONTROL FUND			450,358.36**
SUPERIOR TIRE & SERVICE	28.64	451721	
ENTERGY	697.25	451749	
JACK BROOKS REGIONAL AIRPORT	349.65	451760	
MUNRO'S	52.70	451772	
SETZER HARDWARE, INC.	11.02	451791	
PARKER LUMBER	50.97	451895	
AERO PERFORMANCE	150.00	451921	
TEXAS DEPARTMENT OF AGRICULTURE	75.00	451942	1,115.23**
FEMA EMERGENCY			
INDUSTRIAL & COMMERCIAL MECHANICAL	4,904.00	451909	
GULF COAST	2,876.07	451952	7,780.07**
SECURITY FEE FUND			
JEFFERSON COUNTY CREDIT CARDS	1,137.64	451897	1,137.64**
LAW LIBRARY FUND			
LEXIS-NEXIS	802.00	451834	
THOMSON REUTERS-WEST	1,851.97	451916	2,653.97**
EMPG GRANT			
VERIZON WIRELESS	115.93	451828	
JEFFERSON COUNTY CREDIT CARDS	150.00	451897	265.93**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	26.04	451828	26.04**
COMMUNITY SUPERVISION FND			
OLMSTED-KIRK PAPER	300.00	451780	
UNITED STATES POSTAL SERVICE	95.53	451832	
US POSTAL SERVICE	60.00	451840	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	451875	7,420.53**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC.	350.12	451714	
LUBE SHOP	44.48	451768	
M&D SUPPLY	102.71	451769	
KIM MCKINNEY, LPC, LMFT	450.00	451770	
SYSCO FOOD SERVICES, INC.	1,329.22	451797	
PETTY CASH - RESTITUTION I	74.00	451814	
TEXAS FIRE & COMMUNICATIONS	498.76	451820	
TOWER COMMUNICATIONS, INC.	60.00	451830	
BEN E KEITH FOODS	1,339.92	451856	
SAM'S CLUB DIRECT	671.94	451911	
MATERA PAPER COMPANY INC	181.88	451915	
CINTAS CORPORATION	85.44	451946	5,188.47**
JAG GRANTS			
SHI GOVERNMENT SOLUTIONS, INC.	2,332.19	451838	
JEFFERSON COUNTY CREDIT CARDS	1,979.99	451897	4,312.18**
LAW OFFICER TRAINING GRT			
BEAUMONT TROPHIES	124.50	451727	

NAME

AMOUNT

CHECK NO.

TOTAL

GALLS LLC	703.00	451939	
FOREMOST PROMOTIONS	490.00	451945	
IMAGE 360 BEAUMONT	149.88	451976	1,467.38**
COUNTY CLERK - RECORD MGT			
MANATRON	11,330.37	451872	11,330.37**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.22	451832	
JEFFERSON COUNTY CREDIT CARDS	330.00	451897	331.22**
HOTEL OCCUPANCY TAX FUND			
AT&T	185.18	451795	185.18**
COUNTY CLERK ELECTION CON			
KNOWINK LLC	14,260.00	451975	14,260.00**
CAPITAL PROJECTS FUND			
FOUR SEASONS EQUIPMENT	104,830.10	451844	104,830.10**
AIRPORT FUND			
SPIDLE & SPIDLE	1,494.48	451715	
ENTERGY	13,023.48	451751	
JOHNSON CONTROLS, INC.	80,928.00	451763	
AT&T	620.38	451795	
TIME WARNER COMMUNICATIONS	20.09	451799	
SOUTHERN TIRE MART, LLC	1,155.00	451815	
UNITED STATES POSTAL SERVICE	2.86	451832	
DISH NETWORK	100.51	451871	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	21.05	451920	
AERO PERFORMANCE	451.15	451921	
EASTERN AVIATION FUELS INC	20,330.83	451927	118,147.83**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	21,927.77	451862	
RELIANCE STANDARD LIFE INSURANCE	5,918.86	451864	
EXPRESS SCRIPTS INC	73,312.47	451964	
UNITEDHEALTHCARE INSURANCE COMPANY	1,165.84	451965	102,324.94**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	63,531.60	451908	63,531.60**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	2,373.90	451860	
TRISTAR RISK MANAGEMENT	7,912.16	451861	10,286.06**
D.A.'S FORFEITED FUNDS			
OFFICE DEPOT	831.22	451778	831.22**
SHERIFF'S FORFEITURE FUND			
COTTON CARGO	55.00	451739	
CASH ADVANCE ACCOUNT	735.40	451761	
AIRSURE LIMITED LLC	21,505.00	451866	
SILSBEY FORD INC	9,296.97	451919	
GALLS LLC	79.00	451939	
K-9 CONCEPTS INC	2,387.00	451973	34,058.37**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,445.00	451877	2,445.00**
MARINE DIVISION			

NAME

AMOUNT

CHECK NO.

TOTAL

ENTERGY
 RITTER @ HOME
 AT&T
 MOTOROLA SOLUTIONS INC
 VERIZON WIRELESS
 AIRSURE LIMITED LLC
 GALLS LLC

733.83
 3,376.81
 84.46
 6,790.96
 531.86
 25,000.00
 796.00

451749
 451786
 451795
 451816
 451829
 451866
 451939

37,313.92**

ASAP - CONSTABLE

PURSUIT SAFETY INC
 TND WORKWEAR CO LLC

1,404.14
 375.90

451928
 451954

1,780.04**
 1,122,894.43***



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 15th day of October, 2018, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

RESOLUTION AUTHORIZING APPLICATION

A RESOLUTION OF JEFFERSON, TEXAS (the "Applicant"), DESIGNATING THE COUNTY JUDGE AS BEING RESPONSIBLE FOR THE APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE ("TDA"), FOR THE PURPOSE OF PARTICIPATING IN TDA's HOG OUT COUNTY GRANTS PROGRAM (the "Program") AND CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE.

WHEREAS, the Applicant is a Texas county and is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant acknowledges the Hog Out County Grants Program is designed to encourage counties across the state to make a concentrated and coordinated effort during the three month period of October 1, 2018 through September 30, 2019 to reduce the feral hog population in Texas; and

WHEREAS, the Applicant acknowledges that if the county is awarded funds, such funds must be used for the sole purpose of continuing feral hog abatement activities within the county; and

WHEREAS, the Applicant wishes to authorize an official to represent the Applicant in dealing with TDA concerning the Program;

BE IT RESOLVED BY THE APPLICANT:

Section 1: That the Applicant hereby certifies that it is eligible to receive assistance under the Program.

SECTION 2: The Applicant hereby authorizes and directs the County Judge to act for the applicant in dealing with TDA for the purpose of the Program, and Jeff R. Branick, County Judge, is officially designated as the representative of the Applicant in this regard.

SECTION 3: The Applicant hereby specifically authorizes the above-named official to do all acts necessary to apply for and receive assistance from the Program related to feral hog abatement activities that will take place in Jefferson County during October 1, 2018 through September 30, 2019 and thereafter. Jeff R. Branick, County Judge, is authorized to execute on behalf of the Applicant any licenses or other documents required by TDA for Applicant's participation in the Program.

SIGNED this 15th day of October, 2018.


JUDGE JEFF R. BRANICK
County Judge

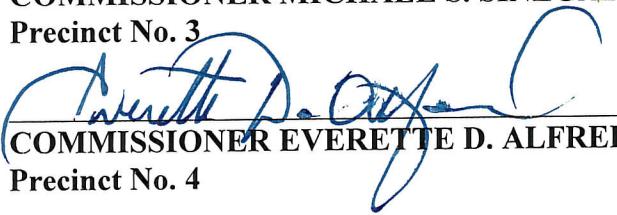



COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL

Precinct No. 3


COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**AGENDA ITEM****October 15, 2018**

Consider and possibly approve Affiliation Agreement between Lamar Institute of Technology and Jefferson County Public Health Department (This is a renewal for Pharmacist students).

AFFILIATION AGREEMENT

AN AGREEMENT FOR THE USE OF CLINICAL FACILITIES
FOR THE EDUCATION OF PHARMACY TECHNICIAN STUDENTS

Between

LAMAR INSTITUTE OF TECHNOLOGY

and

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

AFFILIATION AGREEMENT
between
LAMAR INSTITUTE OF TECHNOLOGY
and
JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

This AGREEMENT ("Agreement") is made and entered into by and between Lamar Institute of Technology, Beaumont, Texas by and on behalf of the Department of Allied Health and Sciences ("College,") and Jefferson County Public Health Department ("Clinical Affiliate"), a healthcare provider, with an office located at 1295 Pearl Street, Beaumont, TX, 77701. It is acknowledged and agreed that this agreement will become effective as of the date of the last signature of a party hereto.

NOW THEREFORE, in consideration for mutual covenants and conditions contained in this Agreement, to facilitate training of Pharmacy Technician students, the parties agree as follows:

A, IT IS MUTUALLY AGREED BY THE COLLEGE AND CLINICAL AFFILIATE THAT:

1. The educational program and curricula of the College is and shall be the responsibility of, and shall be carried out under the direction of personnel of the College.
2. Whereas the Clinical Affiliate recognizes the need for the educational development of students and as matter of courtesy will cooperate with the College and student in such training.
3. It is mutually agreed that the provision and supervision of patient/client care or services is the responsibility of, and, shall be carried out under the direction of personnel of the Clinical Affiliate, The Clinical Affiliate agrees to provide students admission to the program and to provide equipment, supplies and other resources which are available.
4. It is mutually agreed that clinical experiences for students enrolled in the pharmacy technician program of the College will be provided at the Clinical Affiliate and. the College will designate, in writing, a contact person to regularly communicate with the Clinical Affiliate regarding routine operational matters described herein.
5. It is mutually agreed that College faculty will select and assign students for learning experiences and will further provide for teaching, evaluation, overall supervision, and record keeping of students. The College shall cooperate with the Clinical Affiliate to establish rotations for students. Faculty members, students and the College will adhere to all policies of the Clinical Affiliate and will assume responsibility for student's adherence to those policies.
6. It is mutually agreed that the College does not, and will not, discriminate against any student, employee, or applicant for registration or employment because of disability, race, religion, sex, color, creed, marital status, age, or national origin.
7. It is mutually agreed that the period of assignment, and the number and distribution of students among divisions, of the Clinical Affiliate will be determined by representatives of the College and the Clinical Affiliate. The College shall be ultimately responsible for program admissions, administration, matriculation requirements, curriculum planning and accreditation requirements and student assignments. The College will be responsible for all final assessments of each student's clinical and academic performance and the assignment of final grades.
8. The Clinical Affiliate reserves the right to dismiss any student from its premises and otherwise terminate this agreement at any time and for any or no reason without notice and without recourse by the student, Faculty or College.

9. It is mutually agreed that representatives of the College and Clinical Affiliate shall meet as scheduled to discuss issues of mutual concern and to make such suggestions and changes as are needed. Both parties will share information pertinent to the Affiliation Agreement.

10. It is mutually agreed that the College will comply with all regulatory and accreditation agency standards.

11. In the event a student or College member is exposed to infectious disease, environmental hazard, or sustains any injury or illness in the course of any rotation, the Clinical Affiliate will, with the consent of the student, provide first aid and emergency medical treatment at the site, if such injuries can be appropriately treated on site. If the injury or illness cannot be appropriately treated on site, then the Clinical Affiliate will make arrangements for such individuals to receive appropriate treatment at another facility. The Clinical Affiliate will inform the College of any such injuries and treatment and the student hereby waives all privacy rights as to such circumstances. It is agreed and understood that the student will be solely responsible for paying for any health care and expenses incurred for necessary treatment of the student at another facility during any rotation. The College will provide the Clinical Affiliate evidence of appropriate liability coverage and Personal Health Insurance for each student during each rotation.

12. The parties agree that the sole purpose of this agreement is to facilitate learning for students and that the Clinical Affiliate is volunteering to participate in this program and that the students will occupy the status of "licensee" as that term is interpreted by Texas law. The students participating in the program shall not be agents, servants or employees of the Clinical Affiliate at any time nor otherwise have any right to or expectation of payment, compensation, remuneration or other material benefit from the Clinical Affiliate.

With regard to any of these general areas of agreement, The College is responsible for, and agrees to: 1,

Protect the health and safety of all parties by:

- a. Requiring student liability insurance coverage at no cost to the Clinical Affiliate;
- b. Requiring an annual health and physical examination at no cost to the Clinical Affiliate;
- c. Requiring compliance with the Center for Disease Control, Texas Department of Health, and Clinical Affiliate rules as regarding health, immunizations, safety, dress, and conduct (including for-cause drug screens at no expense to the Clinical Affiliate);
- d. Providing, or otherwise arranging for, faculty and student orientation to the Clinical Affiliate, its major policies, rules and regulations;
- e. Adequately indoctrinate students to inform them that the Clinical Affiliate shall have sole authority and control over and be responsible for its facilities, personnel and patient care and treatment and other clinical activities at the site, including without limitation any all student clinical activities at the site,

2. Make arrangements with the Client Services Administrator, and specified designates, for clinical learning experiences needed for students prior to each semester. The College representative will provide parties with:

- a. Names of students;
- b. Name(s) of faculty;
- c. Dates, days, limits of clinical practice periods will be agreed upon.

3. Assist with or contribute to Clinical Affiliate educational activities when requested.
4. Remove students for academic and/or behavioral misconduct according to the College's Student Code of Conduct per the Clinical Affiliation and the College's Policies.
5. Provide for, arrange and/to encourage Clinical Affiliate personnel participation in selected evaluation programs,
6. The individual student is responsible for equipment damaged or broken due to the student's negligence.
7. College shall require all students, faculty, employees, agents, and representatives of College participating in the Program (collectively "Program Participants") to sign and comply with a Statement of Confidentiality for Health Insurance Portability and Accountability Act (HIPAA) purposes and fully comply with all confidentiality and privacy laws, rules and regulations.
8. Notwithstanding any other provision herein, the governmental immunity, qualified immunity, official immunity and all other immunities and defenses of Clinical Affiliate and its employees and officials shall be unimpaired and in full force and effect at all times. Nothing in this agreement shall constitute a waiver of Clinical Affiliate's or Jefferson County's immunities to suit or liability. The Clinical Affiliate, Jefferson County, its employees, agents and officials shall, at all times, have the benefit of all defenses, immunities, rights and limitations of liability and damages recognized in law including, without limitation, the CPRC Chapter 101, Texas Tort Claims Act.
9. It is further understood and agreed that the students, faculty and College shall be solely liable for any and all damages, injuries, claims, suits and grievances of any student, faculty member or the College and anyone claiming on their behalf arising from the performance or implementation of this agreement. In no event shall the Clinical Affiliate or Jefferson County or any of its employees, agents or officials ever have any liability hereunder the fullest extent allow under law for such claims.

The Clinical Affiliate is responsible for, and agrees to:

1. Permit the use of clinical facilities by students enrolled in the Department of Allied Health and Sciences, Pharmacy Technician Program for the purpose of clinical education,
2. Provide, to the extent reasonable, conference rooms for student education, and locker rooms or other secure space for faculty and students to store coats, books, etc., while on duty.
3. Allow students and faculty reasonable and supervised access to, and use of, facilities maintained by the Clinical Affiliate following their specific policies, fees or charges, such as Library and Cafeteria.
4. Charge no fees for clinical laboratory practice.
5. Legal responsibility for the performance of students during the program shall be and remain solely with student, Faculty and College and never with the Clinical Affiliate or Jefferson County. It is understood and agreed, that the Clinical Affiliate will be under no obligation to compensate any student for any services rendered by the student during this training.

DISPUTE RESOLUTION:

Should any dispute arise between the parties, the parties agree to use all reasonable efforts to resolve same amicably and, if necessary, agree to submit to mediation. All disputes in which litigation is required will be litigated in a court of competent jurisdiction in Jefferson County, Texas according to Texas Law.

TERMS OF AGREEMENT:

Unless terminated earlier, this agreement shall be effective for the period beginning the Effective Date for the term **of one (1)** year commencing upon the Effective Date of August 2015 through July, 2016. This agreement may be renewed for another term if both parties agree **in writing**.

Lamar Institute of Technology

Department Chair, Allied Health and Sciences

Date _____

Program Director

Pharmacy Technician

_____ **Date** _____

Clinical Affiant, Chief Administrator

_____ **Date** _____

Department Chair, Allied Health and Sciences

Judge Jeff R. Branick

Jefferson County Judge

_____ **Date** _____

_____ **Date:** _____

Vice President of Academic Affairs

_____ **Date** _____

Lonnie Howard, Ed.D.

President, Lamar Institute of Technology

_____ **Date** _____

**AGENDA ITEM****October 15, 2018**

Consider, possibly approve and authorize the County Judge to execute and Interlocal Contract between the Department of Information Resources and Jefferson County relating to the use of the DIR Shared Services Master Service Agreement.

**INTERLOCAL CONTRACT
BETWEEN
THE DEPARTMENT OF INFORMATION RESOURCES
AND
JEFFERSON COUNTY
RELATING TO THE USE OF THE DIR SHARED SERVICES MASTER SERVICE
AGREEMENTS**

This Interlocal Contract ("ILC" or "Contract") is entered into by the governmental entities shown above as contracting parties (referred to individually as a "Party" and collectively as the "Parties") pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code. This ILC is created to give effect to the intent and purpose of Subchapter L, Chapter 2054, Texas Government Code, concerning statewide technology centers, specifically sections 2054.376(a)(3), 2054.3771, and 2054.3851.

The entity receiving services under the DIR Shared Services Contracts through this ILC is hereinafter referred to as the "Receiving Entity" or the "DIR Customer."

This ILC authorizes DIR Customer to participate in the Department of Information Resources ("DIR" or "Performing Agency") Shared Services Program. The DIR Shared Services Program includes contracts that have been competitively procured by DIR. All specific services and products are purchased through the DIR Shared Services Program contracts and subject to the processes and terms therein.

DIR's Shared Services Program provides for a Multisourcing Service Integrator (MSI) service provider ("MSI SCP") and various Service Component Providers ("SCP"). The Shared Services Master Service Agreements, as amended, are defined on the Shared Services web page on the DIR website ("DIR Shared Services Contracts") and are incorporated herein. Unless otherwise referenced, the references to Exhibits and Attachments herein are references to Exhibits and Attachments of the DIR Shared Services Contracts.

DIR Customer acknowledges and agrees that this ILC is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

**SECTION I
CONTRACTING PARTIES**

DIR CUSTOMER: Jefferson County

PERFORMING AGENCY: Department of Information Resources

SECTION II

STATEMENT OF SERVICES TO BE PERFORMED

2.1 Effect of ILC and General Process

The DIR Shared Services Program offers a variety of services and related support and products. The list of such services is provided through the DIR Shared Services Catalog and the DIR Shared Services portal. Further, SCPs may work with third-party vendors to provide additional services or products within the requirements of the relevant DIR Shared Services Contract.

This ILC describes the rights and responsibilities of the Parties relating to implementation, operation, maintenance, use, payment, and other associated issues by and between DIR Customer and DIR related to the Services to be provided through the DIR Shared Services Contracts. DIR Customer shall receive the Services described in the DIR Shared Services Contracts, subject to the terms of the relevant DIR Shared Services Contracts and this ILC. DIR Customer is only subject to those specific terms to the extent DIR Customer requests services or products through those specific DIR Shared Services Contracts.

The details of specific processes and procedures are contained in the relevant Service Management Manual ("SMM"), developed by the MSI and/or SCPs, approved by DIR, and incorporated herein. The DIR Shared Services Contracts require the MSI and SCPs to develop appropriately documented policies, processes, and procedures and to provide training to DIR Customer personnel where required to ensure effective service interfaces, before approval and adoption of the SMM.

The terms of the relevant DIR Shared Services Contracts will apply to this ILC and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this ILC with no further action by the Parties. DIR shall keep DIR Customer generally informed of such amendments and provide the opportunity to provide input to DIR through the Shared Services portal as well as the DIR Shared Services Program Governance structure described below.

2.2 DIR Shared Services Program Process

To obtain Services, DIR Customer shall either order services directly through the MSI Marketplace portal where certain services and pricing are established or request certain services and products through the Request for Services process. This process is detailed in the relevant SMM for each SCP. SCP(s) will respond with a proposal, including the proposed solution or service, estimated cost or other financial obligations, if any, and any other relevant program-specific terms and conditions related to the services provided for in response to the Request for Service. DIR Customer may accept or decline those terms and services at that time. The final DIR Customer approved technical solution, financial solution, and related terms are contractually binding terms that incorporate the terms of

this ILC and the relevant Shared Services Contract(s). Later termination of a Service or solution after an original approval or any pre-payment, may result in additional cost to the DIR Customer and may not allow for any refund of payments already made.

2.3 Change Orders and Change Control

In accordance with the relevant SMM and Shared Services Contract requirements, DIR Customer will coordinate with the MSI and/or SCP for all change requests. Change Control processes and authority may vary between DIR Shared Services Contracts as it relates to the rights of Customers to request changes. Further, Change Control does not allow DIR Customers to alter terms and conditions of the DIR Shared Services Contracts.

SECTION III DIR CUSTOMER PARTICIPATION

3.1 General Shared Services Governance

Governance of the DIR Shared Services Program is based on an owner-operator approach in which DIR Customers, in the role of operator, actively work with all SCPs to resolve local operational issues and participate in committees to address enterprise matters. Enterprise-level decisions, DIR Customer issues, and resolution of escalated DIR Customer-specific issues are carried out by standing governance committees, organized by subject area and comprised of representatives from DIR Customers, DIR management, SCP management, MSI management, and subject-matter experts. DIR Customers are structured into partner groups that select representatives to participate in these committees. DIR Customer shall participate within this Governance structure as described above and within the relevant SMM(s) ("Shared Services Governance").

3.2 DIR Customer and SCP Interaction and Issue Escalation

In accordance with the relevant SMM(s), DIR Customer shall interface with SCPs on the performance of "day-to-day" operations, including work practices requiring SCP and DIR Customer interaction, issues resolution, training, planning/coordination, and "sign-off." All issues are intended to be resolved at the lowest level possible. In those instances where it becomes necessary, the following escalation path is utilized. If DIR Customer is not able to resolve an issue directly with SCP staff, DIR customer escalates the issue to SCP management. If the issue cannot be resolved by SCP management, DIR Customer escalates to DIR. If the issue cannot be resolved by DIR, DIR Customer escalates to the appropriate DIR Shared Services Program Governance committee.

3.3 DIR Customer Specific Laws

Per the Compliance with Laws section of the DIR Shared Services Contracts, DIR Customer shall notify DIR, in writing, of all DIR Customer-specific laws ("DIR Customer-Specific Laws"), other than SCP Laws, that pertain to any part of DIR Customer's business that is supported by SCPs under the DIR Shared Services Contracts, and DIR

will notify SCPs, in writing, of such DIR Customer-Specific Laws. The Parties intend that such DIR Customer-Specific Laws will be identified and included in the portion of the SMM specific to DIR Customer. DIR Customer shall use commercially reasonable efforts to notify DIR, in writing, of any changes to DIR Customer-Specific Laws that may, in any way, impact the performance, provision, receipt and use of Services under the DIR Shared Services Contracts. DIR shall advise SCPs of such change and require that any changes to DIR Customer-Specific Laws are identified and included in the SMM. If necessary to facilitate DIR compliance with the requirements of the DIR Shared Services Contracts, DIR Customer shall provide written interpretation to DIR of any DIR Customer-Specific Law.

3.4 DIR Customer responsibilities

Where appropriate, DIR Customer shall support the following:

- (a) Software currency standards are established for the Shared Services environment through the owner operator governance model. DIR Customers will be engaged in approval of these standards and the development of technology roadmaps that employ these software currency standards. DIR Customers are expected to remediate applications in order to comply with the standards
- (b) Technology standards (e.g. server naming standards, reference hardware architectures, operating system platforms) are established through Shared Services Governance. DIR Customers will adhere to these standards. Any exceptions will follow governance request processes.
- (c) DIR Customer shall ensure network connectivity and sufficient bandwidth to meet DIR Customer's needs.
- (d) DIR Customers will collaborate with SCPs to establish and leverage standard, regular change windows to support changes to enterprise systems. These change windows will be constructed to support varying degrees of service impact, from planned down-time to no service impact. Standard enterprise changes during these windows may affect all systems in one or more of the consolidated data centers simultaneously.
- (e) DIR Customers will support the consolidation of commodity services into shared enterprise solutions that leverage common management and configuration practices delivered by the service providers. Examples of such commodity services are SMTP mail relay and DNS management.
- (f) DIR Customers will support and align with standard enterprise Service Responsibilities Matrixes and associated processes for obtaining an exception or making improvements to the standard enterprise Service Responsibility Matrixes.

3.5 DIR Customer Equipment and Facilities

Any use by SCPs of DIR Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

DIR Customer will retain ownership of DIR Customer Equipment. DIR Customer shall comply with DIR refresh policies, as amended from time to time by DIR.

3.6 DIR Customer Contracts, Leases, and Software with Third Parties

DIR Customer will make available for use or use its best efforts to cause to be made available for use by DIR and/or SCPs the DIR Customer Contracts and Leases with third parties ("DIR Customer Third Party Contracts and Leases") and DIR Customer third party software ("DIR Customer-Licensed Third Party Software") that pertain to the Shared Services. Any use by DIR and/or SCPs of DIR Customer Third Party Contracts and Leases and/or DIR Customer-Licensed Third Party Software shall be limited to fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

SCPs shall obtain all Required Consents in accordance with DIR Shared Services Contracts. DIR Customer will use its best efforts to assist SCPs to obtain from each Third Party Software licensor the right to use the DIR Customer-Licensed Third Party Software for Services provided under the DIR Shared Services Contracts. Except to the extent expressly provided otherwise and in accordance with the DIR Shared Services Contracts, SCPs shall pay all transfer, re-licensing, termination charges and other costs or expenses associated with obtaining any Required Consents or obtaining any licenses or agreements as to which SCPs are unable to obtain such Required Consents. If requested by DIR, DIR Customer shall cooperate with SCPs in obtaining the Required Consents by executing appropriate DIR approved written communications and other documents prepared or provided by SCPs.

3.7 Security

DIR Customer shall comply with recommended relevant security standards and relevant SCP security guides, as amended from time to time by DIR, the MSI, or the SCP. DIR Customer shall inform DIR as to any DIR Customer specific security considerations.

DIR Customer acknowledges that any failure on its part to follow recommended security standards, policies, and procedures may place its own data and operations at risk as well as those of SCP(s) and other governmental entities. DIR Customer accepts the related potential risks and liabilities that are created by DIR Customer's failure to comply with the recommendations if it is determined such recommendations would have prevented an issue. DIR accepts no responsibility for the risk or liability incurred due to a DIR Customer's decision to not follow DIR's recommendations. SCP will not be liable for violations of security policies and procedures by DIR Customer. Additionally, failure to comply with security standards, policies, and procedures may lead to the suspension or

termination of the availability of certain Applications and services. SCP will give DIR and the DIR Customer notification of non-compliance.

SECTION IV CONTRACT AMOUNT

In accordance with terms of the DIR Shared Services Contracts, including all relevant pricing and accepted Request for Services proposals, and this ILC, DIR Customer shall be responsible for and agrees to pay DIR the applicable Charges for Services received from the SCPs and the MSI, Services DIR Customer agrees to pre-pay, the DIR recovery fees, any allocated charges, and any Pass Through Expenses incurred by DIR or SCPs on behalf of DIR Customer. The applicable fees are set out in the relevant DIR Shared Services Contracts as incorporated herein and, if applicable, specifically addressed in response to any Request for Services. Certain pricing is based upon DIR Customer's specific consumption; therefore, DIR Customer controls the amounts and duration of the contract amounts. It is understood and agreed that amounts are subject to change depending upon Services required and/or requested and approved and further dependent upon legislative direction and appropriations available for such Services.

Attachment A provides the estimated spend for services as approved by DIR Customer. This form may be revised and updated by DIR Customer as needed without a formal amendment from DIR by DIR Customer submitting to DIR an updated form. DIR Customer must adhere to its own policies and processes for authorizing an adjustment to such amounts internally. DIR Customer is solely responsible for monitoring compliance with Attachment A and to communicate any changes to Attachment A to DIR. DIR shall not be responsible for monitoring or ensuring such compliance.

SECTION V PAYMENT FOR SERVICES

DIR shall electronically invoice DIR Customer for Services on a monthly basis. Each invoice shall include the applicable monthly charges for Services received from the SCPs, the DIR recovery fees, all allocated charges, and any Pass-Through Expenses incurred by DIR or SCPs on behalf of DIR Customer in accordance with the DIR Shared Services Contracts.

The DIR recovery fees shall be reviewed at least annually in accordance with the requirements for billed statewide central services as set forth in OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments (as updated, revised or restated) and other applicable statutes, rules, regulations and guidelines. DIR shall retain documentation for the DIR recovery fees. DIR fees are also determined and reported in accordance with DIR processes and sections 2054.0345-0346 of the Texas Government Code.

Each invoice shall include sufficient detail for DIR Customer to allocate costs to all federal and state programs in accordance with the relative benefits received and to make federal claims according to the federal cost plan of DIR Customer.

In order to allow DIR to meet the statutory payment requirements in Chapter 2251, Texas Government Code, DIR Customer shall make monthly payments by check or Electronic Funds Transfer (EFT) within twenty (20) days following receipt of each invoice from DIR. For purposes of determination of the payment due date, DIR and DIR Customer shall use the date when the invoice is electronically transmitted by DIR to DIR Customer and posted on the chargeback system along with reports that substantiate the service volumes and associated charges. Although cash flow considerations require timely payments as required herein, the rights of DIR Customer and DIR to dispute charges shall be consistent with Texas law.

The MSI SCP is required to develop and maintain a chargeback system. DIR shall coordinate requirements and functionality for the chargeback system with DIR Customer needs and requirements under federal and state requirements for invoiced charges generated through the system. DIR Customer shall utilize this chargeback system to link the designated measurable activity indicators (such as applications or print jobs) with the appropriate financial coding streams. DIR Customer shall update this information monthly, or at such other intervals as are necessary, to enable the MSI SCP to generate accurate invoices reflecting the appropriate distribution of costs as designated by DIR Customer.

DIR Customer is liable for all costs and expenses associated with providing Services under the ILC to the extent such costs and expenses have been incurred by DIR and such Services have been provided to DIR Customer or DIR Customer agrees to pay for such Services prior to receiving them.

Except as allowed in Texas Government Code, Chapter 2251, DIR Customer shall have no right to set off, withhold or otherwise reduce payment on an invoice. In accordance with Texas Government Code, Section 791.015, to ensure enforceability of payment obligations, DIR Customer consents to DIR presenting this ILC and all unpaid invoices to the alternate dispute resolution process, as set forth in Chapter 2009, Texas Government Code. Provided, however, that such consent shall not constitute an agreement or stipulation that Services have been provided or that the invoices are correct. DIR Customer expressly retains all rights to which it is entitled under Texas Government Code, Chapter 2251, in the event of a disagreement with DIR as to whether Services have been provided and accepted or an invoice contains an error.

If DIR Customer disputes an invoice, it shall present the billing dispute in writing directly to the MSI through the Service Catalog within four (4) invoice cycles after the date DIR Customer receives the invoice and reports that substantiate the service volumes and associated Charges from DIR. DIR Customer will provide to the MSI all relevant documentation to justify the billing dispute.

SECTION VI TERM AND TERMINATION OF CONTRACT AND SERVICES

6.1 Term and Termination of ILC

The term of this ILC shall commence upon start of services or execution of this ILC, whichever shall come earlier, and shall terminate upon mutual agreement of the Parties.

This ILC is contingent on the continued appropriation of sufficient funds to pay the amounts specified in DIR Customer's Requests for Services, including the continued availability of sufficient relevant federal funds if applicable. Continuation of the ILC is also contingent on the continued statutory authority of the Parties to contract for the Services. If this ILC is terminated for any reason other than lack of sufficient funds, lack of statutory authority, or material breach by DIR, DIR Customer shall pay DIR an amount sufficient to reimburse DIR for any termination charges and any termination assistance charges incurred under the DIR Shared Services Contracts and this ILC as a result of such termination by DIR Customer. DIR Customer shall provide at least ninety (90) days' written notice to DIR prior to termination. Payment of such compensation by DIR Customer to DIR shall be a condition precedent to DIR Customer's termination.

DIR and DIR Customer acknowledge and agree that compliance with federal law and ongoing cooperation with federal authorities concerning the expenditure of federal funds in connection with the DIR Shared Services Contracts and this ILC are essential to the continued receipt of any relevant federal funds.

6.2 Termination of Services

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant Shared Services Contract, SMM, or the approved services proposal and related terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

SECTION VII MISCELLANEOUS PROVISIONS

7.1 Public Information Act Requests

Under Chapter 552, Texas Government Code (the Public Information Act), information held by SCPs in connection with the DIR Shared Services Contracts is information collected, assembled, and maintained for DIR. DIR shall respond to Public Information Act requests for SCP information. If DIR Customer receives a Public Information Act request for SCP information that DIR Customer possesses, DIR Customer shall respond

to the request as it relates to the information held by DIR Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other. If SCP or DIR receives a Public Information Act request for information or data owned by DIR Customer, DIR or SCP will refer the requestor to DIR Customer.

7.2 Inventory Control

DIR shall coordinate financial accounting and control processes between DIR Customer and SCPs and ensure inclusion of reasonable control and reporting mechanisms, including any control and reporting mechanisms specifically required by DIR Customer, in the Service Management Manual. Such procedures shall specifically recognize DIR Customer requirements for inventory control and accounting for state owned and leased equipment and facilities, including hardware, software, contracts, and other items of value that may be utilized by, or authorized for use under the direction and control of SCPs.

7.3 Confidential Information

DIR shall require SCPs to maintain the confidentiality of DIR Customer information to the same extent that DIR Customer is required to maintain the confidentiality of the information, and with the same degree of care SCPs use to protect their own confidential information. DIR acknowledges that DIR Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including DIR and SCPs. The relevant SMM shall document detailed confidentiality procedures, including the process DIR Customer shall follow to identify confidential information it is legally prohibited from disclosing or allowing access to by DIR and SCPs and including confidentiality procedures required that are specific to DIR Customer. The DIR Shared Services Contracts sets forth the confidentiality obligations of SCPs.

DIR Customer shall notify DIR, in writing, (1) if DIR Customer is a covered entity subject to the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations at 45 Code of Federal Regulations Parts 160 and 164, that is required to enter into a business associate agreement with DIR or SCPs; (2) if DIR Customer receives Federal tax returns or return information; and (3) if DIR Customer is subject to any other requirements specific to the provision of Services. If DIR Customer receives federal tax returns or return information, then DIR Customer must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication 1075. In the event a DIR customer is subject to additional requirement as mentioned in this section, DIR shall require SCPs to maintain the confidentiality of DIR Customer information in accordance with language included in Attachment B of this agreement. Such additional requirements as is included in Attachment B of this agreement shall be included in the relevant SMM.

7.4 Notification Information

Contact information for purposes of notification for each Party is set forth below.

DIR Customer's Primary Contact

Name: Naomi Doyle
Title: Elections Manager
Address: 1149 Pearl St 4th Floor, Beaumont, Texas 77701
Telephone: 409-835-8760
Email: ndoyle@co.jefferson.tx.us

DIR's Primary Contact

sharedservicescontractoffice@dir.texas.gov

The DIR Billing Contact is listed in the DIR Contacts section of the monthly Shared Services Payment Guidance letter, which is provided to the DIR Customer with the monthly Shared Services invoice.

7.5 Binding Effect

The Parties hereto bind themselves to the faithful performance of their respective obligations under this ILC.

7.6 Amendments

This ILC may not be amended except by written document signed by the Parties hereto or as specified within this ILC or the attachment being amended.

7.7 Conflicts between Agreements

If the terms of this Contract conflict with the terms of any other contract between the Parties, the most recent contract shall prevail. This Contract provides a general description of certain terms within the DIR Shared Services Contracts. If the terms of this Contract conflict with the terms of the DIR Shared Services Contracts, the DIR Shared Services Contracts' terms shall prevail. If the terms of this Contract conflict with the terms of an accepted proposal or solution from a Request for Services, this Contract shall prevail.

7.8 Responsibilities of the Parties

The Parties shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the ILC. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, DIR will cooperate with DIR Customer in all reasonable respects to resolve any issues pertaining to federal funding in connection with this ILC or the DIR Shared Services Contracts.

DIR and DIR Customer agree that Services contemplated in this ILC shall be governed by provisions in the DIR Shared Services Contracts regarding individual responsibilities of the parties, including Services provided by the SCPs. DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM (s) and as provided by DIR. In the event DIR Customer actions, failure to perform certain responsibilities, or Request for Services result in financial costs to DIR, including interest accrued, those costs shall be the responsibility of DIR Customer. DIR and DIR Customer shall coordinate and plan for situations where conflicts, failure to perform or meet timely deadlines, or competition for resources may occur during the term of this contract. Unless otherwise specifically addressed, the governance process, addressed above, for the DIR Shared Services Contracts shall be used for issue resolution between DIR Customers, DIR and DIR SCPs.

7.9 Audit Rights of the State Auditor's Office

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that: (1) the state auditor, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees may conduct audits or investigations of any entity receiving funds from the state directly under the Contract or the DIR Shared Services Contracts, or indirectly through a subcontract under the DIR Shared Services Contracts; (2) that the acceptance of funds directly through this Contract or indirectly through a subcontractor under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees to conduct audits or investigations in connection with those funds; and (3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

7.10 General Terms

Except as expressly provided herein, no provision of this ILC will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to DIR Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to DIR Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, DIR Customer does not waive any privileges, rights, defenses, remedies or immunities available to DIR Customer.

This Customer Agreement will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Customer Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.

If one or more provisions of this ILC, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of

this ILC and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

Signatory Warranty

Each signatory warrants requisite authority to execute the ILC on behalf of the entity represented.

SECTION VIII CERTIFICATIONS

The undersigned Parties hereby certify that: (1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) this ILC serves the interest of efficient and economical administration of State Government; and (3) the Services, supplies or materials in this ILC are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

IN WITNESS WHEREOF, the Parties have signed this ILC effective on date of last signature below.

RECEIVING ENTITY: JEFFERSON COUNTY

By: _____

Printed Name: _____ Jeff Branick

Title: _____ County Judge

Date: _____

PERFORMING AGENCY: DEPARTMENT OF INFORMATION RESOURCES

By: _____

Printed Name: _____ Sally Ward

Title: _____ Director, Program Planning and Governance

Date: _____

Legal: _____

Attachments to ILC

Attachment A Estimated Spend Form – (Customer may provide Attachment A to DIR if required by their processes.)

Attachment B Additional Confidential Requirements – (As necessary and described in Section 7.3, Confidential Information)

Attachment A
Estimated Spend Form

*This form is to be used as needed by the DIR Customer to capture spend within the Shared Services Program. This amount may be based upon the DIR Customer's biennial budget(s).

Below are the estimated spend amounts for certain DIR Shared Services received through this ILC and may change based upon DIR Customer consumption. This amount is to be managed and monitored solely by the DIR Customer. Amounts may be transferred by the DIR Customer that change this amount. Such increases or decreases are strictly within the control of the DIR Customer.

DIR Customer is required to pay for any costs incurred in accordance with this ILC and the related DIR Shared Services Contracts regardless of the estimated spend amounts reflected herein.

Updates to this form may be executed through written notice by the DIR Customer to DIR.

Costs, such as incremental network expenses, which are billed directly to or paid by the DIR Customer, are not included in these amounts.

For the period MONTH DAY, YEAR through MONTH DAY, YEAR the estimated spend is \$XX,XXX as the spend applies to _____ Services.

DIR Customer acknowledges and agrees that the responsibility to manage, monitor, and change the amounts contained in this form are the sole responsibility of the DIR Customer. Further, each signatory warrants requisite authority to execute any changes to this Attachment A in accordance with the DIR Customer's applicable approval processes.

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachment B
Additional Confidentiality Requirements

None

Department of Information Resources

Shared Technology Services Program Brief

Program Objectives

DIR's Shared Technology Services Program objective is to enable organizations access to managed IT as a service, allowing Customers to focus resources on supporting their mission and business functions rather than directly managing IT services.

- Increase the level of IT maturity across the state by creating a consistent IT landscape with a robust service management framework.
- Continually develop and deploy Shared Technology Services solutions based on business needs and values.
- Provide improved customer relationships and operational efficiencies, optimized delivery of services, and integrated operations.

Program Highlights

Collaborative

This shared service environment drives collaboration between DIR, Service Component Providers (SCPs), and DIR customers while the program governance, systems, and tools provide a high level of visibility and control over service delivery. Shared Technology Services are provided through a

shared, collaborative governance model which provides a set of defined interactions, expectations, decisions, roles, and processes that guide the governance of the program, facilitate effective resolution of issues, and enables strategic decision making. Services are administered through established processes based on an Information Technology Infrastructure Library (ITIL) methodology, ensuring the use of standardized, repeatable processes and best practices.

Competitive

Shared Technology Services are competitively procured and contracted by DIR. Contracts include negotiated service level requirements, terms and conditions, price, and reporting requirements.

Comprehensive Service Management

A Multi-sourcing Services Integrator (MSI) provides a next-generation digital platform utilized by the DIR shared services SCPs and customers. This platform includes services level management, service desk support, constituent help desk support, program management, business continuity, disaster recovery testing and planning, marketplace functionality, performance analytics, and financial management. This centralized

platform includes a Shared Technology Services Customer Portal which provides a secure, single point of access to the marketplace, tools, reports, data, newsletters, contacts, governance committee meeting documentation, enterprise calendars and other useful information.

Department of Information Resources

Shared Technology Services Program Brief

Program Oversight

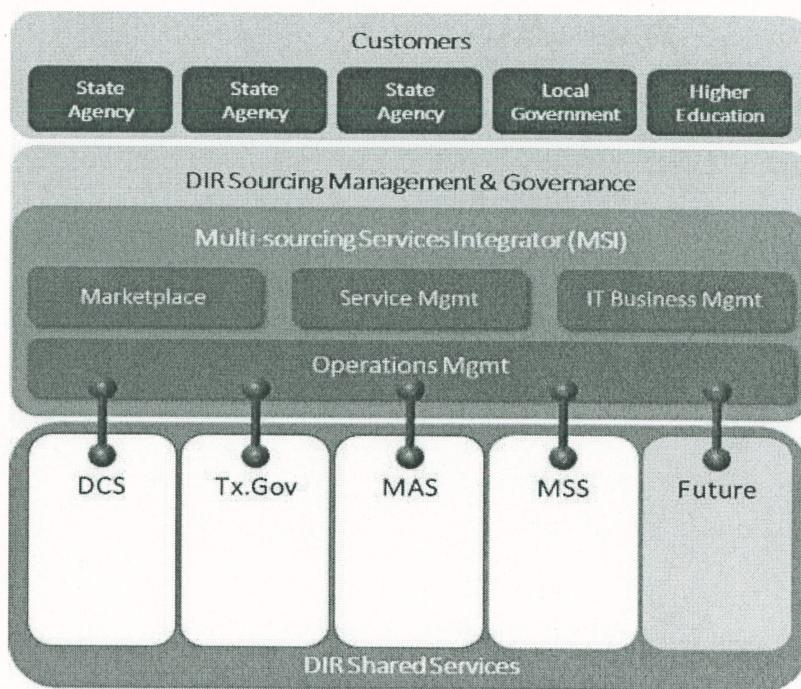
DIR customers access all Shared Technology Services through the execution of a single Interagency Contract (IAC) or Interlocal Contract (ILC) that addresses general terms for access to all Shared Services. Individual services and terms specific to those services are provided upon Customer submitting a Request for Service.

DIR

DIR provides contract management for and oversight of the program.

Multi-sourcing Services Integrator (MSI)

The MSI acts to standardize processes, administer enterprise service components of the program, and maintain the Shared Services Customer Portal.



Service Component Provider (SCP)

All Shared Technology Services providers, referred to as SCPs (excluding the MSI), engage with customers to identify, propose, and implement service solutions to meet customer business needs.

Service Delivery Structure

Data Center Services (DCS) including Cloud Services¹

Infrastructure Managed Services, Public and Private Hybrid Cloud, Mainframe, Bulk Print/Mail, Disaster Recovery as a Service, Geographic Information Systems (GIS) Services, and Office 365

Managed Application Services (MAS)

Application Maintenance Services, Application Development Services, and Managed Application Services Rate Card Resources

Managed Security Services (MSS)

Security Monitoring and Device Management (SMDM), Incident Response, and Risk and Compliance

Texas.gov Services

Application Development, Application Maintenance and Operations; and, Payment Services

¹ As stated in Texas Government Code 2054, designated DCS Customers are mandated to purchase data center services (mainframe, network, bulk print/mail, and server) through DIR's DCS Program. All other Shared Services offerings are discretionary.

The Texas Legislature has historically appropriated budget authority for Data Center Services (DCS) as a capital budget. As MAS and MSS are offered through the DCS program, DCS customers may choose to transfer budget from an operating account to their DCS capital budget. Customers should consult with their ACO or LBB analyst on the best approach for their organizations.

MANAGED SECURITY SERVICES TERMS AND CONDITIONS

This agreement is part of and incorporated within the Interagency/Interlocal Contract ("Contract") that has been entered into by the contracting parties. DIR Customer acknowledges and agrees that this Contract is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

DIR Customer agrees to the following conditions for receiving Managed Security Services:

1. Conditions for Providing Security Services

1.1 Access

DIR and/or Service Component Provider (SCP) shall use the Internet for primary access to DIR Customer's systems unless otherwise noted and agreed upon. DIR Customer shall not employ special access restrictions against DIR and/or Service Component Provider that it does not apply to the rest of the public network over the course of regular business.

1.2 Network Control

DIR Customer must inform DIR if DIR Customer does not control its network access and/or its Internet service is provided via a third party. DIR Customer is responsible for obtaining all necessary approvals. DIR Customer shall provide all necessary contact information for the third parties that control its network access, Internet service, and/or web applications. DIR Customer's emergency contact list shall include primary and secondary staff capable of administering DIR Customer computer systems specific to the type of services being requested or required.

1.3 Disclosure of Objectionable Material

In conducting the services authorized by DIR Customer, DIR may inadvertently uncover obscene, excessively violent, harassing, or otherwise objectionable material that may violate State or Federal law, including material that may infringe the intellectual property of a third party on DIR Customer devices or networks. DIR shall notify DIR Customer's Executive Director or highest level executive of the existence of all such objectionable and/or potentially illicit material so that DIR Customer may deal with the objectionable and/or potentially illicit material as it deems appropriate.

If DIR accesses child pornography, as defined in the Child Sexual Exploitation and Pornography Act, 18 U.S.C., Chapter 110, in conducting approved Services, DIR shall report such to DIR Customer's Executive Director or highest level executive and an appropriate law enforcement agency and provide the law enforcement agency access to the visual depictions of child pornography.

If DIR accesses information that they perceive as a serious threat to human life or safety in conducting the approved Services, DIR shall report such threat to an appropriate law enforcement agency and DIR Customer's Executive Director or highest-level executive.

1.4 No Warranties and Limitation of Liability

DIR makes no representation or warranty that its security services will disclose, identify, or prevent all vulnerabilities. DIR hereby disclaims all warranties, both express and implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. In no event shall DIR be liable for damages of any kind or nature that may arise from the services provided by DIR or DIR's Service Component Provider or Service Provider.

1.5 Service Interruption

DIR will endeavor not to disrupt DIR Customer's services and to adhere to best practices for all work performed. However, tools or services may affect the serviceability of poorly configured or overextended systems or services. It is possible that control of DIR Customer's system may be lost. For any testing that DIR may be conducting, DIR endeavors to use the safest methods to compromise DIR Customer's systems; however, DIR Customer should be prepared to restore a damaged system from a recent, acceptable backup within an acceptable time as determined by DIR Customer. During any testing DIR may conduct, DIR will NOT conduct any deliberate Denial-of-Service attack. DIR Customer agrees not to hold DIR liable in the event of any service interruption(s) that may arise as a result of performance of any Services. If either party becomes aware of a service interruption, that party will notify the other party's emergency contact.

1.6 Termination of Services

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant DIR Shared Services Contract, SMM, or other DIR Customer approved terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

2. DIR and DIR Customer Responsibilities

2.1 DIR Customer agrees as follows to the extent assessment Services are requested or required:

- a) DIR Customer responses to information requests and artifacts gathering pertinent to this security and risk assessment will be timely;
- b) The artifacts data are reasonably available via interviews and documents review;
- c) DIR Customer will make available the necessary Subject Matter Expert (SME) with required expertise to work with the SCP Assessment Team and will remain available thru the duration of the assessment;
- d) DIR Customer SME will be available when required for interaction with the SCP Assessment Team and that all the interviews will be conducted over the number of consecutive days as established during the project planning and scheduling phase;
- e) DIR Customer is responsible for the coordination and scheduling of resources and providing meeting facilities as necessary;
- f) Deliverables will be complete when DIR Customer has approved in writing that the deliverable meets the acceptance criteria;
- g) All document deliverables must be in formats (hard copy and/or electronic) as specified by DIR Customer. At a minimum, the formats must be in industry-accepted standards (e.g., MS Word, MS PowerPoint MS Project);
- h) DIR Customer will assist with meeting coordination for meetings between DIR Customer Key Personnel and DIR and the Service Provider and other staff to gather requirements and other activities;
- i) DIR may receive final copies of reports if DIR is paying for the assessment.

2.2 Penetration Testing

2.2.1 DIR Customer agrees as follows to the extent penetration testing ("PT") is requested or required:

- a) SCP may conduct a passive scan to determine the number of live IPs within the Customer designated IP range.
- b) DIR Customer shall not intentionally place an unsecured system or device in the test scope.
- c) If DIR Customer detects SCP testing activities, DIR Customer technical staff shall follow standard operating procedures and policies.

2.3 DIR Customer Compliance

DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM(s) and as provided by DIR.



Joleen E. Fregia
 Chief Deputy
 E-Mail
joleen@co.jefferson.tx.us

Tim Funchess
 County Treasurer
 1149 Pearl Street – Basement
 Beaumont, Texas 77701

Office (409) 835-8509
 Fax (409) 839-2347
 E-Mail
tfuncsess@co.jefferson.tx.us

October 10, 2018

Judge Jeff R. Branick and
 Commissioners Court
 Jefferson County Courthouse
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of September 30, 2018, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.774%. The interest rate on funds invested in an investment account at Wells Fargo is currently .70%.

The 90 day Treasury discount rate on September 30, 2018 was 2.15% and the interest on your checking accounts for the month of September was .70%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda October 15, 2018, to be received and filed.

Sincerely,

A handwritten signature in blue ink that reads "Tim Funchess".

Tim Funchess, CCT, CIO
 Enclosure

Agenda should read:

Receive and File Investment Schedule for September, 2018, including the year to date total earnings on County funds.

MONTH END SEPTEMBER 30, 2018 INVESTMENT SCHEDULE

MONTH END SEPTEMBER 30, 2018 INVESTMENT SCHEDULE																
SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCrued from Purchase Coupon	Coupon paid to Date	Book Value Accrued Int.	
POOLED CASH ACCOUNT	01-Sep-18	\$7,771.04	\$7,771.04	100	0.700%	30-Sep-18		30	30	7580310386	WELLS FARGO	\$7,771.04			\$7,771.04	
INVESTMENT ACCT																
CDS and Securities																
FNMA 1.375%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.375%	21-Jun-19	21-Dec-16	264	1095	3136G3RD9	WELLS SECURITIES	\$1,983,620.00	\$99.18	\$7,638.89	\$55,000.00	\$1,991,250.89
FNMA 1.40%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.400%	21-Jun-19	21-Dec-16	264	1095	3136G3RM9	NATIONAL ALLIANCE	\$1,983,900.00	\$99.19	\$7,777.78	\$56,000.00	\$1,991,577.78
FHL-MC 1.25%	30-Sep-16	\$2,000,000.00	\$2,000,000.00	100	1.250%	30-Sep-19	30-Mar-16	365	3134G4HW5	NATIONAL ALLIANCE	\$1,971,940.00	\$98.60	\$12,450.56	\$37,500.00	\$1,984,370.56	
FHL-MC 1.30%	18-Oct-16	\$2,000,000.00	\$2,000,000.00	100	1.300%	18-Oct-19	18-Jan-17	383	1095	3134G4PP5	NATIONAL ALLIANCE	\$1,971,360.00	\$98.57	\$11,772.22	\$39,000.00	\$1,983,132.22
FHLB 1.95%	06-Nov-17	\$2,000,000.00	\$2,000,650.00	100	1.950%	05-Nov-20	05-Feb-18	767	1095	3130A0C26	COASTAL SECURITIES	\$1,957,760.00	\$97.89	\$15,600.00	\$20,041.67	\$1,973,360.00
FHLB 2.20%	29-Jan-18	\$2,500,000.00	\$2,500,000.00	100	2.200%	29-Jan-21	28-Jan-19	852	1096	3130A0C26	NATIONAL ALLIANCE	\$2,452,025.00	\$98.08	\$9,319.44	\$27,500.00	\$2,461,344.44
FFCB 2.47%	12-Feb-18	\$2,000,000.00	\$2,000,000.00	100	2.470%	12-Feb-21	12-Feb-19	866	1096	3133E0CK3	NATIONAL ALLIANCE	\$1,974,040.00	\$98.70	\$6,586.67	\$22,700.00	\$1,980,626.67
FHL-MC 2.42%	28-Feb-18	\$2,000,000.00	\$2,000,000.00	100	2.420%	26-Feb-21	26-Feb-19	880	1094	3134G5D97	FTN CAPITAL MARKETS	\$1,974,340.00	\$98.71	\$23,931.11	\$24,700.00	\$1,982,111.11
FNMA 2.75%	30-Apr-18	\$2,000,000.00	\$1,998,100.00	99.95%	2.750%	30-Apr-21	30-Oct-19	943	1096	3136G5H79	HILLTOP SECURITIES	\$1,977,160.00	\$98.86	\$23,659.44	\$0.00	\$2,000,229.44
FHL-MC 1.30%	23-Aug-16	\$4,000,000.00	\$4,000,000.00	100	1.300%	23-Aug-19	23-Jan-17	327	1095	3134G4AF1	COASTAL SECURITIES	\$3,952,600.00	\$98.92	\$5,488.89	\$104,080.00	\$3,955,088.89
FNMA 1.55%	27-Dec-16	\$2,000,000.00	\$2,000,000.00	100	1.550%	27-Dec-19	27-Jan-17	453	1095	3136G4JK0	NATIONAL ALLIANCE	\$1,972,060.00	\$98.60	\$8,094.44	\$46,500.00	\$1,980,626.67
FHL-MC 1.70%	30-Jun-17	\$2,000,000.00	\$2,000,000.00	100	1.700%	29-Jun-20	29-Sep-17	638	1095	3134G5V76	NATIONAL ALLIANCE	\$1,962,940.00	\$98.15	\$8,688.89	\$33,905.56	\$1,971,528.89
FHLMC 1.85%	24-Jul-17	\$2,000,000.00	\$2,000,000.00	100	1.850%	24-Jul-20	24-Oct-17	663	1096	3134G5Z25	NATIONAL ALLIANCE	\$1,962,600.00	\$98.13	\$6,511.11	\$37,000.00	\$1,960,468.11
FCB-BMW Bank 1.35%*	12-Feb-16	\$248,000.00	\$248,000.00	100	1.350%	12-Feb-19	None	135	1096	315600ADT	WELLS SECURITIES	\$248,000.00	\$100.00	\$448.46	\$8,395.41	\$248,449.46
ICD-Discover Bank 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87	100	1.600%	13-Nov-18	None	44	1096	315607ZWLB	WELLS SECURITIES	\$248,000.00	\$100.00	\$1,521.97	\$9,914.56	\$249,521.97
ICD-Ally Bank 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87	100	1.600%	13-Nov-18	None	44	1096	315606VQ3	WELLS SECURITIES	\$248,000.00	\$100.00	\$1,521.97	\$9,914.56	\$249,521.97
ICD-Goldman S. 1.65%*	13-Nov-15	\$248,000.00	\$248,011.21	100	1.650%	13-Nov-18	None	44	1096	3184G5Z53	WELLS SECURITIES	\$248,000.00	\$100.00	\$1,569.53	\$10,224.39	\$249,569.53
* (Investment CDs)																
INVESTMENT ACCT																
CDs and Securities																
TOTALS ALL ACCTS:		\$31,499,771.04	\$31,499,653.99		1.774%	2.742%		571								
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS																
AS OF SEPTEMBER 30, 2018																
MARKET VALUE OF PLEDGE SECURITIES																
BALANCE IN ALL ACCOUNTS:																
OVER OR (UNDER) AMOUNT:																
202.65%																
SEPTEMBER, 2018, JEFFERSON COUNTY INVESTMENT MATURITIES																
MATURED SECURITIES AND INTEREST EARNED																
SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay Date	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS					
POOLED CASH ACCOUNT	01-Sep-18	\$7,771.04	\$7,771.04	0.700%	30-Sep-18			30	7580310386	WELLS FARGO						
INVESTMENT ACCT																
CHECKING INTEREST																
POOLED CASH ACCT	SEPTEMBER INTEREST				0.700%											
OTHER COUNTY ACCTS	SEPTEMBER INTEREST				0.700%											
TAX LICENSE ACCT	AUGUST INTEREST				0.700%											
TOTAL		\$7,771.04	\$7,771.04								\$23,225.96	\$23,225.96				

This is an unaudited statement made by The investment portfolios of Jefferson

In accordance with provisions of Government Code, title 10 Section 22850.023, the Public Funds Investment Act, County comply with the strategies in the Jefferson County Investment Policy and Procedures.

Tim Finchess, Jefferson County Investment Office

Tim Finchess, Jefferson County Investment Office

10/10/2018

FISCAL YEAR 2017-2018			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	1.130%	\$23,413.26	0.300%
NOVEMBER	1.239%	\$15,349.08	0.300%
DECEMBER	1.420%	\$71,947.03	0.300%
JANUARY	1.480%	\$36,374.88	0.300%
FEBRUARY	1.570%	\$48,601.52	0.300%
MARCH	1.680%	\$20,248.36	0.300%
APRIL	1.800%	\$62,724.85	0.300%
MAY	1.870%	\$50,371.29	0.700%
JUNE	1.910%	\$97,107.85	0.700%
JULY	2.018%	\$79,492.16	0.700%
AUGUST	2.099%	\$104,154.99	0.700%
SEPTEMBER	2.150%	\$23,235.96	0.700%
ANNUAL TOTALS		\$ 633,021.23	

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Monday, October 08, 2018 2:49 PM
To: 'Commissioner Alfred' (ealfred@co.jefferson.tx.us)
Cc: Don Rao (drao@co.jefferson.tx.us); 'Commissioner Arnold'; 'Commissioner Weaver'; 'Commissioner Sinegal'; 'Judge Branick'; 'Kenneth Minkins'; 'Ronda Conlin'; Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); ggross@co.jefferson.tx.us; Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); rpls5163@aol.com; katrina.purcell@beaumonttexas.gov
Subject: Minor Plat of Lot 1 – 1.500 Acres, Lot 2 – 2.000 Acres, Lot 3 – 1.004 Acres out of and a part of a called 4.504 Acres
Attachments: Minor Plat of Lot 1, Lot 2, Lot 3 out of and a part of a called 4.504 Acres_Comm Court.pdf

Commissioner Alfred ,

Attached is a PDF of a Minor Plat of Lot 1 – 1.500 Acres, Lot 2 – 2.000 Acres, Lot 3 – 1.004 Acres out of and a part of a called 4.504 Acres County Clerk File No. 2018011609, OPRJT in the Shelby Corzine Survey Abstract No. 14, located off of Steinhagan Road in Precinct #4. This plat is within the Beaumont ETJ and has met with city approval as well as that of the Engineering Department.

I will be placing this plat on the Agenda for Monday, October 15th 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

Special, October 15, 2018

There being no further business to come before the Court at this time,
same is now here adjourned on this date, October 15, 2018