

SPECIAL, 10/22/2018 1:30:00 PM

BE IT REMEMBERED that on October 22, 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 (ABSENT)

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

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

REBECCA GARCIA

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

Notice of Meeting and Agenda and Minutes
October 22, 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 22, 2018**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **22nd** 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:

11:00 a.m.-WORKSHOP-To receive a Presentation of information regarding the Lone Star PACE Program.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

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

PURCHASING:

1. Consider and approve award, execute, receive and file an Acceptance of Offer for Invitation for Bid (IFB 18-042/JW), Sale of (3) Parcels of Land (217.892 Acres, 175.5 Acres, 162.9 acres) for Jefferson County with The Conservation Fund for all three (3) parcels, as follows: Parcel No. 1: 217.892 acres (at Section 263, Abstract No. 358) for the amount of \$130,735.00; Parcel No. 2: 175.5 acres (Refer to Plat - Vol. 5, Pg. 20, Deed Number: 1999046234) for the amount of \$131,625.00; Parcel No. 3: 162.9 acres (Refer to Plat - Vol. 5, Pg. 20, Deed Number: 1999015300) for the amount of \$110,640.00.

SEE ATTACHMENTS ON PAGES 9 - 10

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

2. Consider and approve award, execute, receive and file a contract for (RFP 18-034/YS), Janitorial Services for Jefferson County with Southeast Texas Building Service, Inc., as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 11 - 94

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

3. Consider and approve, execute, receive and file a renewal for (IFB 14-044/JW), Term Contract for Gray Limestone (Commonly Referred to as 610 Base) with Martin Marietta Materials for a fourth and final one (1) year renewal from November 20, 2018 to November 19, 2019.

SEE ATTACHMENTS ON PAGES 95 - 95

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
October 22, 2018

4. Consider and approve, execute, receive and file a contract extension for (IFB 13-021/JW), Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County with Hygeia Enviro Clean Inc. for an additional three (3) weeks, to expire on November 28, 2018.

SEE ATTACHMENTS ON PAGES 96 - 96

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

5. Discuss and possibly approve the County Purchasing Agent to enter into contract negotiations for (RFP 18-029/YS), Emergency Debris Monitoring Services for Jefferson County.

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

6. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 18-054/JW) with Total Safety for abatement technical specifications, scope of work, and pre-bid walk-through in preparation of the demolition of Hangar No. 3 at the Jack Brooks Regional Airport, for a lump sum fee of \$1,500.00. Hangar No. 3 was damaged beyond repair by a military helicopter that collided with it during December 2017..

SEE ATTACHMENTS ON PAGES 97 - 100

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
October 22, 2018

7. Consider and approve, execute, receive and file an agreement (Agreement 18-055/DC) with Spectrum and Jefferson County for Standard Cable Service for four digital receivers and television service at Jefferson County Precinct No. 2 located at 7759 Viterbo Road, Beaumont, TX 77640, at a cost of \$67.95 per month.

SEE ATTACHMENTS ON PAGES 101 - 103

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

8. Consider and approve the return of (1) vehicle 2018 Ford Escape VIN # 1FMCU0F76JUA87267 and accept (1) 2018 Ford Escape VIN# 1FMCU0F7XJUD38632 at no charge from Silsbee Ford for Environmental Control. This is in accordance with the Goodbuy Contract 17-17 8F000 Vehicles.

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY AUDITOR:

9. Consider and approve FY 2019 budget transfer - Tax office - replacement of server.

120-1011-415-6002	COMPUTER EQUIPMENT	\$2,453.00	
120-1011-415-3084	MINOR EQUIPMENT		\$2,453.00

SEE ATTACHMENTS ON PAGES 104 - 109

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

10. Consider and approve FY 2019 budget amendment - Constable Pct.2 - additional cost for equipment.

120-3066-425-3084	MINOR EQUIPMENT	\$3,170.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$3,170.00

SEE ATTACHMENTS ON PAGES 110 - 113

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

11. Consider and approve FY 2018 budget transfer/amendment - payroll accrual items (see attached schedule).

SEE ATTACHMENTS ON PAGES 114 - 115

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

12. Regular County Bills - check #451981 through checks #452235.

SEE ATTACHMENTS ON PAGES 116 - 124

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

COUNTY COMMISSIONERS:

13. Consider and possibly approve a Proclamation for the 16th Annual Harvest of Hope for Catholic Charities of Southeast Texas In honor of the Bordages Family.

SEE ATTACHMENTS ON PAGES 125 - 125

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

Notice of Meeting and Agenda and Minutes
October 22, 2018

14. Consider and possibly approve and authorize the County Judge to execute ARTICLES OF AGREEMENT between Jefferson County, Texas and the Jefferson County Deputy Constables Association October 22, 2018-September 30, 2022.

SEE ATTACHMENTS ON PAGES 126 - 161

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

15. Receive and file Certificate of Completion for Commissioners Michael S. Sinegal. Commissioner Sinegal has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code for 2018.

SEE ATTACHMENTS ON PAGES 162 - 163

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

16. Consider authorizing the County Judge to execute FY 2018 Edward Byrne Justice Assistance Grant. (JAG)

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

ENGINEERING:

17. Consider and possibly approve Overweight Vehicle Permit 03-OW-18 and attached Road Use Agreement to Ballard Exploration Company to move heavy haul drilling rig equipment from Aggie Road and Sour Lake Road. Project is located in Precinct 1.

SEE ATTACHMENTS ON PAGES 164 - 174

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

SHERIFF'S DEPARTMENT:

18. Consider and possibly adopt a Resolution recognizing Todd K. Richards for 34 years and 1 month of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 175 - 175

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

19. Consider, possibly approve and authorize Sheriff's Deputy Captain Todd Richards upon retirement to purchase the service handgun issued to him as a Peace Officer, for the amount of \$ 250.00. This is pursuant to Resolution of Commissioners' Court and as authorized by Chapters 614.002, 614.051 and 614.053 of the Texas Government Code.

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

Other Business:

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

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

Jeff R. Branick
County Judge

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:

<p>_____ The Conservation Fund Company Name</p> <p>_____ 1655 N. Fort Myer Drive, Suite 1300 Address</p> <p>_____ Arlington Virginia 22209 City State Zip</p> <p>_____ <i>Paul F. Hurt</i> Signature of Person Authorized to Sign</p> <p>_____ Paul F. Hurt Printed Name</p> <p>_____ Deputy General Counsel & Assistant Secretary Title</p>	<p>For clarification of this offer, contact:</p> <p>_____ Julie Shackelford Name</p> <p>_____ 936-468-5490 Phone Fax</p> <p>_____ julieshackelford@conservationfund.org E-mail</p>
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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 at Section 263, Abstract No. 358

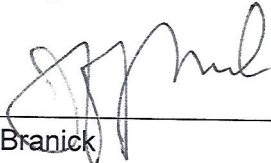
Parcel No. 2: 175.5 acres, Refer to Plat – Vol. 5, Pg. 20, Deed Number: 1999046234

Parcel No. 3: 162.9 acres, Refer to Plat – Vol. 5, Pg. 20, Deed Number: 1999015300

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:

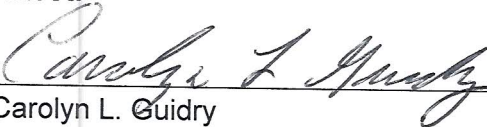


Jeff R. Branick
County Judge

October 22, 2018

Date

Attest:



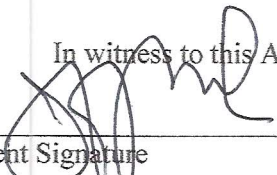
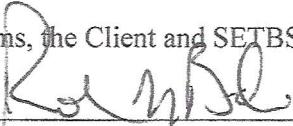
Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

6. Either party may terminate this Agreement with a 30-day written notice to the other party. Any payment for services rendered owed by Client shall be due and payable at the time this Agreement is terminated.

In witness to this Agreement and to its terms, the Client and SETBS affix their signatures below:


	<u>10/22/18</u>		<u>9-26-18</u>
Client Signature	Date	Signature	Date

Jeff Branick, County Judge
Client Printed Name

Southeast Texas Building Service, Inc.
3304 Spurlock Road
Nederland, Texas 77627

1149 Pearl Street
Client Address
Beaumont TX 77701
City State Zip Code

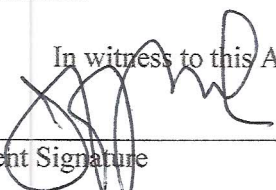
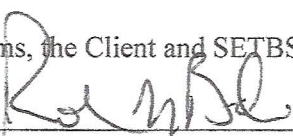
ATTEST:


Carolyn L. Guidry, County Clerk



6. Either party may terminate this Agreement with a 30-day written notice to the other party. Any payment for services rendered owed by Client shall be due and payable at the time this Agreement is terminated.

In witness to this Agreement and to its terms, the Client and SETBS affix their signatures below:

	<u>10/22/18</u>		<u>9-26-18</u>
Client Signature	Date	Signature	Date

Jeff Branick, County Judge

Client Printed Name

Southeast Texas Building Service, Inc.

3304 Spurlock Road

Nederland, Texas 77627

1149 Pearl Street

Client Address

Beaumont TX 77701

City

State

Zip Code

ATTEST:



Carolyn L. Guidry, County Clerk



Joyce A. Bodin
President/Owner

Robert Bodin, Jr.
Vice President

SOUTHEAST TEXAS BUILDING SERVICE, INC.

3304 Spurlock Road Nederland, Texas 77627
Phone (409) 722-4900 Fax (409) 724-0900 Email: Seths@sbcglobal.net

Since 1964

August 30, 2018


Transmittal Letter

Re: RFP 18-034/YS -- Janitorial Services for Jefferson County, Texas

Southeast Texas Building Service, Inc. is pleased to submit its Bid Proposal for Janitorial Services for Jefferson County, Texas. This Proposal is valid for ninety (90) days beginning September 4, 2018.

We accept and agree to the terms and conditions resulting from the above-mentioned RFP. We also commit to provide the services required by the County as outlined in the RFP for which we are submitting this Proposal.

We feel we are the best suited for the task due to our extensive history of serving area businesses which include credit unions, refineries, and the City of Beaumont among many other types of entities.



Robert L. Bodin, Jr., Vice President

EXECUTIVE SUMMARY

Southeast Texas Building Service, Inc.

Southeast Texas Building Service, Inc. asserts that it is providing in its response all of the requirements of RFP 18-034/YS.

The business was founded in 1964 by Robert L. Bodin, Sr. and known as Jiffy Window Cleaning Company. Due to the growth and array of janitorial services provided, the name was changed to Southeast Texas Building Service, Inc. in 1990.

Our "intention statement" outlines our commitment to providing quality services to our customers. We value our employees and intend on compensating them above and beyond minimum wage in order to cultivate longevity of employment with us.

Our "position statement" describes our attitude towards management, supervision and the custodians. We believe that success and a "job well done" begins with management.

Southeast Texas Building Service, Inc. states that it has not had any legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.

Our management staff consists of individuals with extensive years in their areas of expertise as outlined in the "Resume" of Management Team".

The company organizational chart breaks down each individual involved in the foundation, building and continued success of Southeast Texas Building Service, Inc.

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Bid Proposal for RFP 18-034/YS

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- II. Formation of Business
- III. Intention Statement
- IV. Position Statement
- V. Resume' of Management Team
- VI. Organizational Chart

Offeror Identifying Information

Southeast Texas Building Service, Inc.

3304 Spurlock

Nederland, Texas 77627

(409) 722-4900 – Main

(409) 724-0900 – Fax

setbs@sbcglobal.net

Contact: Robert L. Bodin, Jr.

EIN: 74-1684675

Formation of Business

Southeast Texas Building Service, Inc.

Southeast Texas Building Service, Inc. was incorporated in the State of Texas on August 26, 1970. It was originally incorporated as Jiffy Window Cleaning Company. It was later changed to Southeast Texas Building Service, Inc. by Amendment filed on August 24, 1990.

INTENTION STATEMENT

Southeast Texas Building Service, Inc.

Southeast Texas Building Service, Inc. does hereby propose and agree to perform services and related work as outlined in your request for proposal for custodial services as defined in your RFP 18-034/YS.

Our intended performance can be summed up in one word – QUALITY. The term “quality” in the cleaning industry is the ability to meet the customer’s expectations and needs. However, in management, it is seen as “meeting the customer’s requirements”.

Our commitment is to deliver the highest quality in every aspect of our business, starting with top management all the way to new hires. All custodians are expected to bring their best to work: attitude, work ethic, leadership and promotion of safety.

Therefore, we intend to start our tenured custodians at \$10.00 per hour and the tenured project managers at \$15.00 per hour. All tenured custodians will enjoy paid holidays (that coincide with the County holiday schedule) upon the start of the new contract.

POSITION STATEMENT

Southeast Texas Building Service, Inc.

Management

“the buck stops here”

Ultimately, this team is responsible for the overall success of the mission. Management is key in promoting excellence in quality, superior workmanship, solid leadership, pertinent programs/procedures and the successful implementation of these components.

Supervision

“The Coach”

The supervisor is responsible for the overall performance of the custodians. The supervisor is responsible for the implementation of programs and procedures set forth by management. The supervisor is to lead by example, provide solid solutions, inspect, train, direct, facilitate and guide custodians. On the other side, the supervisor acts as a liaison between the custodian and the customer, acting in strict accordance to the customer's specifications.

Custodians

“The A Team”

Custodians are responsible for the execution of duties set forth by the customer's specifications, to perform at their highest level, lead by example to their co-workers, follow the lead of their supervisor and management team, promote excellence in cleaning and deliver quality service to our customers.

RESUME' OF MANAGEMENT TEAM

Southeast Texas Building Service, Inc.

ROBERT L. BODIN, JR., Vice President

30 years Janitorial Experience

Professional Window Cleaner

Experienced in Floor & Carpet Care & Proper Cleaning Techniques

Responsible for the day-to-day Operations

DANA BLACKWELL, Field Supervisor

19 years Janitorial & Supervision Experience

Oversees custodians, promotes quality and safety, performs inspections, conducts safety meetings and customer care

JULIE COBB, Office Manager

32 years of Office Administration Experience

Responsible for all aspects of office management including Human Resources, Payroll, Billing, Accounts Payable and Bookkeeping

ORGANIZATIONAL CHART

Southeast Texas Building Service, Inc.

Southeast Texas Building Service, Inc. (originally Jiffy Window Cleaning Company) was established in 1964 by Robert L. Bodin. The window cleaning business evolved through the years into a successful commercial janitorial service. To reflect this growth, Mr. Bodin changed the name of his company in 1990 to reflect the diversity of his business.

ROBERT L. BODIN, SR.

Founder/Retired

JOYCE A. BODIN

Owner/President

ROBERT L. BODIN, JR.

Vice President

DANA BLACKWELL

Supervisor

JULIE COBB

Office Manager



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Request for Proposal

August 6, 2018

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 18-034/YS, Janitorial Services for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm>, or by calling 409-835-8593.**

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

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

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

PROPOSAL NAME:	Janitorial Services for Jefferson County
PROPOSAL NO:	RFP 18-034/YS
DUE DATE/TIME:	11:00 AM CDT, Tuesday, September 4, 2018
MAIL OR DELIVER TO:	Jefferson County Purchasing Department
	1149 Pearl Street, 1st Floor
	Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, vsauer@co.jefferson.tx.us.

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – August 8, 2018 and August 15, 2018

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Proposal Submissions:

Offeror is responsible for submitting:

- One (1) *original* proposal copy to include a completed copy of this specifications packet, in its entirety.
- Four (4) numbered proposal *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal submission and any other documentation requested within these specifications.

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

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

Proposal Submittal Checklist

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

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

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

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

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

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

Southeast Texas Building Service, Inc. (409) 722-4900

Company

Telephone Number

P. O. Box 1562

(409) 724-0900

Address

Fax Number

Robert L. Bodin, Jr.

Vice President

Authorized Representative (Please print)

Title

Authorized Signature

Date

8-31-18

Offeror Must Complete and Return This Page With Offer.

1. Introduction to Offerors

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

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

1.1 Vendor Instructions

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

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

1.2 Governing Law

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

1.3 Ambiguity, Conflict, or other errors in the RFP

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

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

1.4 Notification of Most Current Address

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

1.5 Proposal Preparation Cost

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

1.6 Signature of Proposal

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

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

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

1.7 Economy of Presentation

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

1.8 Proposal Obligation

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

1.9 Incorporation by Reference and Precedence

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

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

1.10 Governing Forms

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

1.11 Implied Requirements

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

1.12 Compliance with RFP Specifications

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

1.13 Vendor Registration: SAM (System for Award Management)

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

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

1.14 Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

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

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

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

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

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

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

1.15 Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, a contract (executed in response to this Request for Proposal) may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in the contract shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the contract, then Contractor shall provide proof of such disruption

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

1.16 Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times 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 representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply 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.

1.17 Evaluation

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

1.18 Withdrawal of Proposal

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

1.19 Minority-Women Business Enterprise Participation

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

1.20 Award

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

1.21 Ownership of Proposal

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

1.22 Disqualification of Offeror

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

1.23 Contractual Development

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the

Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.24 Assignment

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

1.25 Contract Obligation

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

1.26 Termination

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

1.27 Inspections

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

1.28 Testing

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

1.29 Loss, Damage, or Claim

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

1.30 Taxes

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

1.31 Non-Discrimination

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

1.32 Conflict of Interest

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

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

1.33 Waiver of Subrogation

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

1.34 Acknowledgment of Insurance Requirements

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

1.35 Insurance

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

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

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

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

Minimum Insurance Requirements:

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

Excess Liability \$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 1.36 Below)

1.36 Workers' Compensation Insurance

1.36.1 Definitions:

1.36.1.1 Certificate of coverage ("Certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.36.1.2 Duration of the project – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

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

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

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

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

- 1.36.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1.36.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 1.36.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 1.36.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.36.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.36.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 1.36.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 1.36.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 1.36.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 1.36.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 1.36.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.

- 1.36.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.36.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.37 Pre-Proposal Conference

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

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

1.38 Delivery of Proposals

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

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

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

County Holidays – 2018:

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

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

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

Proposal Submissions shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED PROPOSAL." The outside of the envelope or box shall also include:

Proposal Number, Proposal Name, Proposal Due Date, Offeror's Name and Address; and shall be addressed to the Purchasing Agent.

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

1.39 Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency

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

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

1.40 Questions

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

1.41 Tentative Schedule of Events

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

Please note:

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

2. Response Format

2.1 Introduction

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

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

2.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

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

2.3 Transmittal Letter

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

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

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

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

2.4 Executive Summary

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

2.5 Table of Contents

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

2.6 Offeror Identifying Information

Offerors must provide the following identifying information:

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

2.7 Conflict of Interest

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

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

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

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

2.8 Confidential/Proprietary Information

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

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

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

3. Proposal Submittal

The Proposal is due no later than 11:00 AM CDT, September 4, 2018, and shall include the following:

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

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

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

4. Scope of Services

4.1 Objective

Jefferson County seeks a contractor to provide Janitorial Services to its various locations.

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

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

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

Scope

The intention of this Jefferson County Request for Proposal (RFP) is to solicit proposals for janitorial services for Jefferson County. **Jefferson County reserves the right to accept a proposal in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County.**

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

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

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

Detailed Specifications

Scope of Work

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

Renewal Options

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

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

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

Price Adjustment Clause

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

Keys

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

Daily Activity Reports

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

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

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

5	Excellent
4	Good
3	Fair
2	Poor
1	Unacceptable

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

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

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

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

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

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

Responsibilities of Contractor

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

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

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

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

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

All equipment required by Contractor in the performance of duties as set forth herein shall be furnished by Contractor at Contractor's sole expense. Jefferson County reserves the right to require Contractor to replace, substitute, or modify his equipment if such equipment is harmful to the County or its operation or is not sufficient in terms of providing adequate cleaning under this contract.

Personal Property, Equipment, etc.

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

Flammable Materials

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

Responsibilities of Jefferson County

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

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

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

Supervision and Labor

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

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

Contractor's Employees

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

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

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

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

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

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

Workers' Compensation

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

Contractor Payments

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

Responsibility for Damage/Repair Problems

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

Damage for Destruction of Premises

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

Non-Performance/Liquidated Damages

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

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

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

Notices

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

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

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

Continuity of Janitorial Service

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

Attorney's Fee

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

Non-Waiver

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

Default

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

Sole Judge for County

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

Special Requirements/Instructions:

Working Hours/Quality of Service

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

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

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

Security/Background Check – Jack Brooks Regional Airport

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

Cleaning Specifications:

Intent

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

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

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

Clean

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

Safety

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

Daily Cleaning:

Restrooms

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

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

Floors

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

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

Tile

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

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

Carpet

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

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

Entrance and Common Areas

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

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

Other Requirements

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

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

Supplies

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

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

Trash Pickup and Removal

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

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

Furniture, etc.

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

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

Doors/Glass

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

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

Finishing Touches

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

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

Periodic Tasks and Services:

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

Monthly

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

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

Quarterly and As Needed

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

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

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

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

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

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

Subcourthouse

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

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

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

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

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

JACK BROOKS REGIONAL AIRPORT ADDITIONAL INFORMATION AND REQUIREMENTS

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

Vendor's assigned employee(s) shall have:

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

Vendor shall supply:

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

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

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

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

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

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

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

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

Environmental Control Department

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

Constables' Offices (Precincts 4 & 7)

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

Judges' Offices (Precincts 4 & 7)

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

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

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

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

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

ROAD & BRIDGE PRECINCT 2

ADDITIONAL INFORMATION AND REQUIREMENTS

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

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

Vacuuming

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

Dusting

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

Restrooms – clean twice per week.

Floors

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

Trash – empty twice per week.

Kitchen – clean twice per week (no dishes).

Glass – clean as needed.

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

MID-COUNTY TAX OFFICE ADDITIONAL INFORMATION AND REQUIREMENTS

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

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

The following tasks shall be performed daily:

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

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

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

The following tasks shall be performed once monthly as needed:

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

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

MINNIE ROGERS JUVENILE JUSTICE CENTER ADDITIONAL INFORMATION AND REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

Vendor will perform services Monday through Friday, as follows:

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

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

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

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

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

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

Schedule and Checklists:

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

Daily Activity Report Checklist

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

Routine Maintenance Problem Report

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

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

Coordination

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

Poor Performance/Complaint Provisions:

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

DAILY ACTIVITY REPORT CHECKLIST
TO BE FILLED OUT BY SUPERVISOR

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Building

Floor

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

--

Contractor

--	--

Supervisor

Date

ROUTINE MAINTENANCE PROBLEM REPORT

--	--	--

Please Print Name

Authorized Signature

Date

--	--

Department*

Report Date

--

Problem Location

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

*Report each maintenance problem **daily**.

5. Project Requirements

5.1 Objective

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

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

5.2 Offeror Experience

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

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

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

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

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

5.3 Offeror Personnel and Organization

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

- a. Full name (including full middle name);
- b. An employment history;

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

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

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

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

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

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

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

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

6. Proposal Evaluation and Selection Process

6.1 Introduction

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

6.2 Cost Proposal

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

6.3 Proposal Evaluation and Selection

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from: Jefferson County Maintenance, Subcourthouse Maintenance, Jack Brooks Regional Airport Maintenance.

6.4 Evaluation Criteria:

a. Responsiveness – 15%

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

b. Implementation Plan – 25%

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

c. Offeror Qualifications – 25%

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

d. Personnel Qualifications – 15%

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

e. Cost of Professional Services – 20%

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

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

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

Upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

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

APPENDIX A Cost Proposal

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this RFP. Cost will be a factor in the County's selection process.

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

Item	Service Location	Unit Price Per Sq. Ft.	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
1	Jefferson County Courthouse (Historic) 1149 Pearl St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 7; Elevators: 3 Square feet: 115,490 To be serviced: 5 days/week	\$ 0.0621	\$ 330.77	\$ 1,653.85	x 52	\$ 86,000.00
2	Jefferson County Courthouse (New) 1001 Pearl St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 3; Elevators: 3 Square feet: 140,937 To be serviced: 5 days/week	\$ 0.0592	\$ 384.62	\$ 1,923.08	x 52	\$ 100,000.00
3	Jefferson County Sheriff's Dept. 1001 Pearl St., Beaumont One employee must be on site Mon-Fri, 8:00 am–noon Floors: 2; Elevators: 0 Square feet: 12,320 To be serviced: 5 days/week	\$ 0.1691	\$ 96.15	\$ 480.77	x 52	\$ 25,000.00
4	Jefferson County Annex I 215 Franklin St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 1 Square feet: 31,784 To be serviced: 3 days/week	\$ 0.0656	\$ 160.26	\$ 480.77	x 52	\$ 25,000.00
5	Jefferson County Annex II 1295 Pearl St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 0 Square feet: 17,197 To be serviced: 3 days/week	\$ 0.0600	\$ 79.37	\$ 238.11	x 52	\$ 12,381.84
6	Jefferson County Annex IV 820 Neches, Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 1 Square feet: 20,000 To be serviced: 5 days/week	\$ 0.1042	\$ 96.15	\$ 480.77	x 52	\$ 25,000.00

COST PROPOSAL (CONTINUED)

Item	Service Location	Unit Price Per Sq. Ft.	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
7	Courthouse (Historic & New) & Beaumont Annexes I, II, IV—day service One employee (day porter) must be on site Mon-Fri, 9:30am– 2:00 pm Floors: 7; Elevators: 8 Square feet: To be serviced: 5 days/week	\$ N/A	\$ 120.00	\$ 600.00	x 52	\$ 31,200.00
8	Subcourthouse 525 Lakeshore Dr., Pt Arthur Mon-Fri, 5:30 pm–12:00 mid. Floors: 2; Elevators: 2 Square feet: 15,394 To be serviced: 5 days/week	\$ 0.1830	\$ 130.00	\$ 650.00	x 52	\$ 33,800.00
9	Annex I – Port Building 900 Fourth St., Port Arthur Mon-Fri, 5:30 pm–12:00 mid. Floors: 2; Elevators: 1 Square feet: 5,426 To be serviced: 5 days/week	\$ 0.2995	\$ 75.00	\$ 375.00	x 52	\$ 19,500.00
10	Annex II – Public Health Dept 800 – 4 th Street, Port Arthur Mon-Fri, 4:00 pm–11:00 pm Floors: 1; Elevators: 0 Square feet: 14,300 To be serviced: 5 days/week	\$ 0.1515	\$ 100.00	\$ 500.00	x 52	\$ 26,000.00
11	Minnie Rogers Juvenile Justice, 5326 Highway 69 S, Beaumont Mon-Fri, 5:30 pm–12:00 mid. Floors: 1; Elevators: 0 Square feet: 12,850 To be serviced: 5 days/week	\$ 0.2024	\$ 120.00	\$ 600.00	x 52	\$ 31,200.00
12	Airport – Main Terminal 6000 Airline Dr., Beaumont At least one employee must be on site Sun-Fri, 8:00 am–8:00 pm Floors: 1; Elevators: 0 Square feet: 19,579 To be serviced: 6 days/week	\$ 0.1859	\$ 140.00	\$ 840.00	x 52	\$ 43,680.00
13	Airport – Main Terminal 6000 Airline Dr., Beaumont At least one employee must be on site Sat, 8:00 am–3:00 pm Floors: 1; Elevators: 0 Square feet: 19,579 To be serviced: 1 day/week	\$ 0.0310	\$ 140.00	\$ 140.00	x 52	\$ 7,280.00

COST PROPOSAL (CONTINUED)

Item	Service Location	Unit Price Per Sq. Ft.	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
14	Mid-County Office Building & Pct. 2 Service Center 7759 Viterbo Rd, Beaumont Mon-Fri, 5:30 pm-12:00 mid. Floors: 1; Elevators: 0 Square feet: 6,120 To be serviced: 5 days/week	\$ 0.2655	\$ 75.00	\$ 375.00	x 52	\$ 19,500.00
15	Mid-County Tax Office 4605 Jerry Ware Dr., Bmt Mon-Fri, 5:30 pm-12:00 mid. Floors: 1; Elevators: 0 Square feet: 2,476 To be serviced: 5 days/week	\$ 0.4375	\$ 50.00	\$ 250.00	x 52	\$ 13,000.00
16	Precinct 2 Service Center 7759 Viterbo Road, Beaumont Mon-Fri, 5:30 pm – 12:00 mid Floors: 1; Elevators: 0 Square feet: 1,876 To be serviced: 2 day/week	\$ 0.1848	\$ 40.00	\$ 80.00	X52	\$ 4,160.00
17	Hamshire Building 19217 FM 365, Beaumont Mon-Fri, 5:30 pm – 12:00 mid Floors: 1; Elevators: 0 Square feet: 2,858 To be serviced: 5 days/wk	\$ 0.4549	\$ 60.00	\$ 300.00	X52	\$ 15,600.00
18	Precinct 3 Service Center 5700 Jade Avenue, Port Arthur Mon-Thurs, 7:00 am - 5:00 pm Floors: 1; Elevators: 0 To be serviced: 1 day/bi-weekly	\$ N/A	\$ 20.00	\$ N/A	X26	\$ 520.00
19	Subcourthouse, Annex I, and Annex II (Port Arthur) One employee (day porter) must be on site to service these three (3) locations, Mon-Fri, 8:00 am – 5 pm Square feet (combined): 35,120	\$ 0.0617	\$ 100.00	\$ 500.00	X52	\$ 26,000.00

Offeror Must Complete and Return This Page With Offer.

Non-Disclosure Agreement

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

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

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

[Printed Name of Consultant]

Robert L. Bodin, Jr.

By: Robert L. Bodin, Jr.

Vice President

Title: _____

Date: 8-31-2018

Offeror Must Complete and Return This Page With Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: Gulf Employees Federal Credit Union
 Address: 5140 W. Parkway, Groves, Texas, 77619
 Contact Person and Title: Ron Burkhalter, President/CEO
 Phone: (409) 963-1191 Fax: (409) 960-6130
 Email Address: r.burkhalter@gecu.org Contract Period: 2008 to Present
 Scope of Work: Complete Janitorial Service

REFERENCE TWO

Government/Company Name: City of Beaumont
 Address: 801 Main Street, Suite 315, Beaumont, Texas, 77704
 Contact Person and Title: Terry Welch, Buyer III
 Phone: (409) 880-3720 Fax: (409) 880-3747
 Email Address: twelch@cid.beaumont.tx.us Contract Period: 2010 to Present
 Scope of Work: Complete Janitorial Service

REFERENCE THREE

Government/Company Name: Total Petrochemical
 Address: 7600 32nd Street, Port Arthur, Texas, 77642
 Contact Person and Title: Howard Rice, Area 4 Maintenance Coordinator
 Phone: (409) 985-0143 Fax: (409) 963-6865
 Email Address: howard.rice@total.com Contract Period: 2009 to Present
 Scope of Work: Complete Janitorial Service

Offeror Must Complete and Return This Page With Offer.

Signature Page

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

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

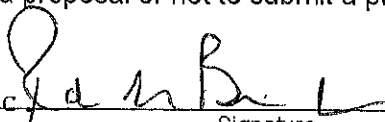
This offer shall remain in effect for ninety (90) days from proposal opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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

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

Southeast Texas Building Service, Inc.

Offeror (Entity Name)


Signature

Physical: 3304 Spurlock Road

Mailing: P. O. Box 1562

Street & Mailing Address

Robert L. Bodin, Jr.

Print Name

Nederland, TX 77627

City, State & Zip

8-31-18

Date Signed

(409) 722-4900

Telephone Number

(409) 724-0900

Fax Number

setbs@sbcglobal.net

E-mail Address

Offeror Must Complete and Return This Page With Offer.

Conflict of Interest Questionnaire

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

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

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

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your proposal.

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

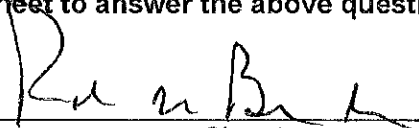
Did the Prime Contractor/Consultant . . .

- ☒ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- ☒ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- ☒ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact 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.

Robert L. Bodin, Jr.

Printed Name of Authorized
Representative


Signature

Vice President

Title

8-31-18

Date

Offeror Must Complete and Return This Page With Offer.

IF AWARDED THIS CONTRACT, SOUTHEAST TEXAS BUILDING SERVICE, INC. WILL BE USING OUR OWN EMPLOYEES AND NOT A SUB-CONTRACTOR TO PERFORM SERVICES AS STATED IN THE SPECIFICATIONS OF THIS SOLICITATION. 82

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

This information must be submitted with your bid.

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

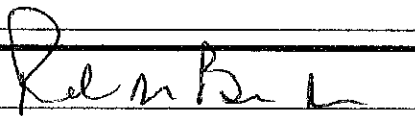
☐ Yes ☒ No

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

Contractor Name: _____ HUB: p Yes p No
Address: _____
Street City State Zip
Phone (with area code): _____ Fax (with area code): _____
Project Title & No.: _____
Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____
HUB Status (Gender & Ethnicity): _____
Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.
Address: _____
Street City State Zip
Phone (with area code): _____ Fax (with area code): _____
Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %
Description of Subcontract Work to be Performed: _____

Robert L. Bodin, Jr.
Printed Name of Contractor Representative


Signature of Representative

8-31-18
Date

Printed Name of HUB

Signature of Representative

Date

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

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

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____

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

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

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

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 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: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____

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

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Robert L. Bodin, Jr./Southeast Texas Building Service, Inc.

Title: ~~Nice~~ President

Signature: [Signature]

Date: 8-31-18

E-mail address: setbs@sbcglobal.net

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

Name (print or type): Julie K. Cobb

Title: Office Manager

Date: August 27, 2018

E-mail address: setbs@sbcglobal.net

Offeror Must Complete and Return This Page With Offer.

Residence Certification/Tax Form

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

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

☒ I certify that Southeast Texas Building Service, Inc. [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.):	74-1684675
Company Name submitting bid/proposal:	Southeast Texas Building Service, Inc.
Mailing address:	P. O. Box 1562, Nederland, TX 77627
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**
04940100006810000000	3304 Spurlock Road, Nederland, TX, 77627

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

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

Offeror Must Complete and Return This Page With Offer.

Bid Affidavit

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

STATE OF TEXAS COUNTY OF JEFFERSON

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

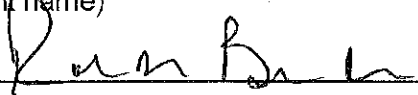
"I, Robert L. Bodin, Jr. am a duly authorized officer of/agent
(name)
for Southeast TX Building Service and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Southeast Texas Building Service, Inc.
(name of firm)

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

Name and address of bidder: Robert L. Bodin, Jr./Southeast Texas Building Service, Inc., P. O. Box 1562, Nederland, Texas, 77627

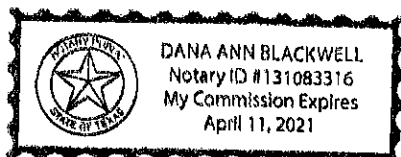
Fax: (409) 724-0900 Telephone# (409) 722-4900

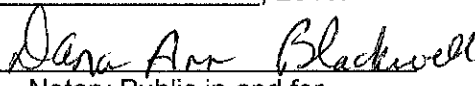
by: Robert L. Bodin, Jr. Title: Vice President
(print name)

Signature: 

SUBSCRIBED AND SWORN to before me by the above-named
Robert L. Bodin, Jr. on

this the 31st day of August, 2018.




Notary Public in and for
the State of Texas

Offeror Must Complete and Return This Page With Offer.

JANITORIAL SERVICES
FOR
JEFFERSON COUNTY, TEXAS

SAMPLE CONTRACT

THE STATE OF TEXAS
COUNTY OF JEFFERSON

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

W I T N E S S E T H

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

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

1. The term of the renewed Contract shall be from _____, inclusive.
2. The Contract includes the following documents, copies being attached and are incorporated herein, to with:
 - a. Legal Notice, _____;
 - b. Bid Form of _____;
 - c. Specifications for Janitorial Services for Jefferson County; and
 - d. Additional Instructions for individual departments/buildings.
3. During the term of this Contract, Contractor shall furnish to the County the Janitorial Service for all buildings set forth in the aforementioned specifications for base bid, including all labor, tools, cleaning and floor finishing products, superintendence and equipment in connection therewith.
4. Renewal of this contract shall be for the original bid price: however, if the option to renew is exercised, Jefferson County will permit a price adjustment upward or downward after the end of the first contractual period and each renewal period when correlated with the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, (all items) published by the Bureau of Labor Statistics (BLS), Beaumont-Port Arthur, Texas, www.bls.gov., up to 3%, whichever is lower.
5. Throughout the term of the contract, if the Vendor fails to perform required services as described herein, or does not complete all services as required on a daily, weekly, monthly quarterly, bi-annually, or yearly basis this shall be just cause for the assessment of damages as described below and such damages shall be considered, as liquidated damages. If the Vendor fails to perform the services within the time specified in the contract whether a daily, weekly, monthly, quarterly, biannually, or yearly task, the Vendor shall be deemed as non-compliant and liquidated damages will be assessed.

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

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

5. County agrees to pay Contractor the total sum of \$ _____, _____, for all services hereunder payable, such payments to be made monthly upon presentation of an invoice at the end of each month hereof.
6. It is agreed that Contractor is acting in the capacity of an independent contractor hereunder. Contractor does hereby promise and agree to indemnify and hold harmless the County from and against all damages, liability, injury, claims or causes of action arising out of the performance of the Contract.
7. If Contractor shall fail to perform in accordance with this Contract, or otherwise breach this Contract, the County shall have the option to immediately terminate the Contract in addition to any other legal remedy. Provided, that the County shall give written notice to Contractor in the event of exercising such right of termination with thirty (30) days written notice, by Certified United States Mail, addressed to _____. Contractor will furnish proof of insurance.

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

Contractor

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

JEFFERSON COUNTY

Jeff R. Branick, County Judge

ATTEST:

Carolyn L. Guidry, County Clerk

SEALED PROPOSAL

To: Yea-Mei Sauer, Contract Specialist

Submission for:

Proposal # RFP 18-034/YS

Janitorial Services for Jefferson County

Offeror:

Southeast Texas Building Service, Inc.

3304 Spurlock

Nederland, Texas 77627

(409) 722-4900 – Main

(409) 724-0900 – Fax

setbs@sbcglobal.net

Proposal Due Date:

September 4, 2018

RECEIVED 09:31 AM SEP 04 2018

ATTACHMENT A

RFP 18-034/YS

Janitorial Services for Jefferson County

Vendor: Southeast Texas Building Service, Inc.						
Item	Service Location	Unit Price Per Sq Ft	Unit Price Per Visit	Extended Weekly Price	Weeks per Year	Extended Annual Total
1	Jefferson County Courthouse (Historic) 1149 Pearl Street, Beaumont Mon-Fri, 5:30pm-11:30pm Floors: 7; Elevators: 3 Sq Ft: 115,490 To be serviced: 5days/week	0.0621	\$330.77	\$1,635.88	X52	\$86,000.00
2	Jefferson County Courthouse (New) 1001 Pearl Street, Beaumont Mon-Fri, 5:30pm-11:30pm Floors: 3; Elevators: 3 Sq Ft: 140,937 To be serviced: 5days/week	0.0592	\$384.62	\$1,923.08	X52	\$100,000.00
3	Jefferson County Sheriff's Dept. 1001 Pearl Street, Beaumont One employee must be on site Mon-Fri, 8:00am-noon Floors: 2; Elevators: 1 Sq Ft: 12,320 To be serviced: 5days/week	0.1691	\$96.15	\$480.77	X52	\$25,000.00
4	Jefferson County Annex I 215 Franklin Street, Beaumont Mon-Fri, 5:30pm-11:30pm Floors: 2; Elevators: 0 Sq Ft: 31,784 To be serviced: 3days/week	0.0656	\$160.26	\$480.77	X52	\$25,000.00
5	Jefferson County Annex II 1295 Pearl Street, Beaumont Mon-Fri, 5:30pm-11:30pm Floors: 2; Elevators: 0 Sq Ft: 17, 197 To be serviced: 3day/week	0.06	\$79.37	\$238.11	X52	\$12,381.84
6	Jefferson County Annex IV 820 Neches, Beaumont Mon-Fri, 5:30pm-11:30pm Floors: 2; Elevators: 1 Sq Ft: 20,000 To be serviced: 5days/week	0.1042	\$96.15	\$480.77	X52	\$25,000.00
7	Courthouse (Historic & New) & Beaumont Annexes I, II, IV - day service One employee (day porter) must be on site Mon-Fri, 9:30am-2:00pm Floors: 7; Elevators: 8 To be serviced: 5days/week	N/A	\$120.00	\$600.00	X52	\$31,200.00

8	Subcourthouse 525 Lakeshore Drive, Port Arthur Mon-Fri, 5:30pm-12:00 midnight Floors: 2; Elevators: 2 Sq Ft: 15,394 To be serviced: 5days/week	0.183	\$130.00	\$650.00	X52	\$33,800.00
9	Annex I - Port Building 900 Fourth Street, Port Arthur Mon-Fri, 5:30pm-12:00 midnight Floors: 2; Elevators: 1 Sq Ft: 5,426 To be serviced: 5days/week	0.2995	\$75.00	\$375.00	X52	\$19,500.00
10	Annex II- Public Health Department 800 - Fourth Street, Port Arthur Mon-Fri, 4:00pm-11:00pm Floors: 1; Elevators: 0 Sq Ft: 14,300 To be serviced: 5days/week	0.1515	\$100.00	\$500.00	X52	\$26,000.00
11	Minnie Rogers Juvenile Justice 5326 Highway 69S, Beaumont Mon-Fri, 5:30pm-12:00midnight Floors: 1; Elevators: 0 Sq Ft: 12,850 To be serviced: 5days/week	0.2024	\$120.00	\$600.00	X52	\$31,200.00
12	Airport - Main Terminal 6000 Airline Drive, Beaumont At least one employee must be on site Sun-Fri, 8:00am-8:00pm Floors: 1; Elevators: 0 Sq Ft: 19,579 To be serviced: 6days/week	0.1859	\$140.00	\$840.00	X52	\$43,680.00
13	Airport - Main Terminal 6000 Airline Drive, Beaumont At least one employee must be on site Sat, 8:00am-3:00pm Floors: 1; Elevators: 0 To be serviced: 1day/week	0.031	\$140.00	\$140.00	X52	\$7,280.00
14	Mid-County Office Building & Pct. 2 Service Center 7759 Viterbo Road, Beaumont Mon-Fri, 5:30pm-12:00midnight Floors: 1; Elevators: 0 Sq Ft: 6,120 To be serviced: 5days/week	0.2655	\$75.00	\$375.00	X52	\$19,500.00
15	Mid-County Tax Office 4605 Jerry Ware Drive, Beaumont Mon-Fri, 5:30pm-12:00midnight Floors: 1; Elevators: 0 Sq Ft: 2,476 To be serviced: 5days/week	0.4375	\$50.00	\$250.00	X52	\$13,000.00
16	Precinct 2 Service Center 7759 Viterbo Road, Beaumont Mon-Fri, 5:30pm-12:00midnight Floors: 1; Elevators: 0 Sq Ft: 1,876 To be serviced: 2days/week	0.1848	\$40.00	\$80.00	X52	\$4,160.00

17	Hamshire Building 19217 FM 365, Beaumont Mon-Fri, 5:30pm-12:00mid Floors: 1; Elevators: 0 Sq Ft: 2,858 To be serviced: 5days/week	0.4549	\$60.00	\$300.00	X52	\$15,600.00
18	Precinct 3 Service Center 5700 Jade Avenue, Port Arthur Mon-Thurs, 7:00am-5:00pm Floors: 1; Elevators: 0 To be serviced: 1 day/bi-weekly	N/A	\$20.00	N/A	X26	\$520.00
19	Subcourthouse, Annex I, and Annex II (Port Arthur) One employee (day porter) must be on site to service these three (3) locations, Mon-Fri, 8:00am-5:00pm Sq Ft (combined): 35,120	0.0617	\$100.00	\$500.00	X52	\$26,000.00
TOTAL						\$544,821.84

Southeast Texas Building Service, Inc.
3304 Spurlock
Nederland TX 77627
attn: Robert Bodin, Jr.
setbs@sbcglobal.net
ph: 409-722-4900/fx: 409-724-0900

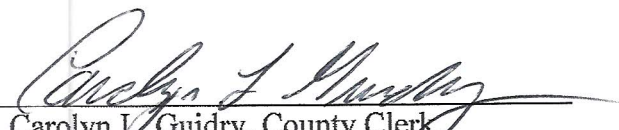
CONTRACT RENEWAL FOR IFB 14-041/JW
TERM CONTRACT FOR GRAY LIMESTONE (COMMONLY
REFERRED TO AS 610 BASE) FOR JEFFERSON COUNTY

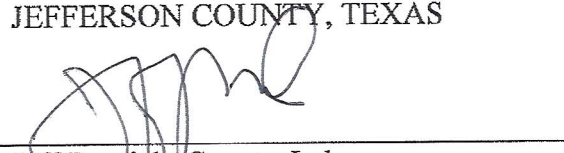
The County entered into a contract with Martin Marietta Materials for one (1) year, from November 24, 2014 to November 23, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from November 20, 2018 to November 19, 2019.

ATTEST:

JEFFERSON COUNTY, TEXAS


Carolyn L. Guidry, County Clerk


Jeff Branick, County Judge



CONTRACTOR:
Martin Marietta Materials


(Name)



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

Hygeia Enviro Clean, Inc.
7550 College Street
Beaumont TX 77707
Attention: Ms. Cynthia Luquette

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

Dear Ms. Luquette:

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 in dark ink, appearing to read "Deborah Clark", is written over a circular stamp that partially overlaps the signature.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

DC: ys

Price Extension Received and Accepted: _____

10/11/2018

Date

Project Number: IFB 13-021/JW

Contractor: Hygeia Enviro Clean, Inc.

Signature: _____

A handwritten signature in dark ink, appearing to read "Nikki M. Joe", is written over a horizontal line.

Print Name and Title: _____

Nikki M. Joe Manager

ATTEST:

A handwritten signature in dark ink, appearing to read "Carolyn L. Guidry", is written over a horizontal line.

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

A handwritten signature in dark ink, appearing to read "Jeff R. Branick", is written over a horizontal line.

Jeff R. Branick, County Judge



Building **HEROES**. Protecting **HEROES**.

September 27, 2018

Jefferson County – Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705
ATTN: Alex Rupp
(409) 722-2830
arupp@co.jefferson.tx.us

Subject: **Proposal for Services:** Abatement Technical Specifications, Scope of Work, Pre-Bid Walkthrough
Project Site: Hangar 3 located at Jack Brooks Regional Airport
Proposal Number: P6896-18

INTRODUCTION

Total Safety U.S., Inc. (Total Safety) is pleased to present the following proposal to provide asbestos/lead paint abatement technical specifications and conduct a pre-bid walkthrough for the Hangar 3 building at the Jack Brooks Regional Airport located at 4875 Parker Drive in Beaumont, Texas. This proposal is being sent per your request.

SCOPE OF WORK

Based on our review and understanding of the project, the following tasks are included in the Scope of Work:

- Prepare scope of work
- Prepare asbestos/lead paint abatement plans and specifications
- Conduct a pre-bid walkthrough with potential contractors

A description of the proposed tasks is provided in the following paragraph.

TECHNICAL SPECIFICATIONS & PRE-BID WALKTHROUGH

Successful asbestos/lead paint abatement projects include a quality scope of work, well-written, practical specifications, and a good, qualified contractor. The technical specifications will set out the requirements for abatement activities. The initial task for abatement projects involves a comprehensive review of available documentation including survey reports, previous abatement work and a thorough pre-bid walkthrough to show contractors the scope of work and provide answers to any questions that may arise during the bidding process.

FEE ESTIMATE

We propose to perform the above-mentioned services for a lump sum fee of **\$1,500.00**.

Total Safety U.S., Inc.

Our terms for payment are net 30 days. Our Terms and Conditions are attached and incorporated herein by reference, which, together with this letter, will constitute the entire agreement between us.

QUALIFICATIONS***Client Responsibilities***

Client to provide access to the work area and will notify proper authorities of our presence.

If this proposal is deemed satisfactory, please sign below and return a copy to my email at dward@totalsafety.com and copy shebert@totalsafety.com referencing proposal. Should you have any questions, please contact me at (409) 727-8227.

Sincerely,



Daniel R. Ward
Regional Manager EHS Services
DSHS Asbestos Consultant License No: 10-5479

ATTACHMENTS: Total Safety Terms and Conditions

TERMS AND CONDITIONS**WARRANTY AND LIMITATION OF LIABILITY**

Total Safety U.S., Inc., (Total Safety) warrants that work will be performed in accordance with sound practice and professional standards ordinarily exercised by members of the profession practicing at the same time in the same location, but makes no other warranty, whether statutory, expressed or implied. **All other warranties are disclaimed, including, without limitation, the warranty of merchantability or fitness for a particular purpose.** In the event of an error, omission or other professional negligence or any breach of the above warranty occurring within one (1) year from the substantial completion of the project, the sole and exclusive responsibility of Total Safety shall be to re-perform the deficient work at its own expense. The remedy set forth herein is the client's sole and exclusive remedy for any breach of warranty or failure by Total Safety to comply with the terms of this Agreement.

REPORTS

Reports and recommendations made by Total Safety are only advisory in nature and are intended to assist the Customer in evaluating Customer's facility or operations. They are not intended to imply that no other defects or hazards exist or that all aspects and areas of the facility or operations are clear of hazards at the time of inspection. Final responsibility for the condition and operation of the facility lies with the Customer.

INDEMNITY

Total Safety shall, to the extent permitted by law, indemnify, defend, and hold harmless the Customer from and against any and all claims, demands, complaints or actions of third parties (including employees of the parties or government agencies) arising from or relating to the Services (including personal injury, death, property damage or damage to the environment), to the extent caused or arising out of the negligence, willful misconduct, breach of these terms and conditions, or violation of law of or by Total Safety. The claims, demands, complaints, and actions covered hereunder include all settlements, losses, liabilities, judgements, court costs, reasonable attorney's fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

In no event shall either Party have any liability to the other Party for any lost profits, loss of use, costs of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages, however cause, and whether in contract, tort, or under any other theory of liability.

PRICES AND PAYMENT TERMS

Unless otherwise agreed by Total Safety, terms are FOB shipping point, net 30 days from date of Total Safety's invoice in U.S. currency. The purchase price and rental price for Equipment and/or Services are as set forth on the Proposal, which does not include sales tax or shipping, and is subject to adjustment annually. Customer shall pay all shipping and handling charges, as quoted or invoiced, regardless of the actual amount of shipping and handling charges applicable at time of shipment.

INSURANCE

Customer shall be named as an additional insured on Total Safety's policies of insurance to the extent of Total Safety's indemnity obligations under this Agreement.

APPLICABILITY

These terms and conditions shall be binding on and inure to the benefit of the personal representatives, the successors, or the assigns of the parties. No waiver or statements by any representative of the service provider will be valid unless contained in this agreement. These terms and conditions constitute the entire agreement between Total Safety and Customer and shall not be amended except in a writing signed by both Parties.

FORCE MAJEURE

Total Safety shall not be responsible for failure to render work due to causes beyond its control, including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God.

SEVERABILITY

If any provision of this Agreement is held by any court or other competent authority to be void or enforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

GOVERNING LAW, VENUE AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts made and to be performed therein, exclusive of the choice of law or conflict of laws provisions thereof. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Texas, County of Jefferson, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Texas, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

Total Safety Terms & Conditions Accepted for Client

BY:


Jeff R. Branick

DATE:

October 22, 2018

TITLE: Jefferson County Judge

ATTEST:


Carolyn L. Guidry, County Clerk





Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Will Nichols
 Phone: (409) 720-5508 ext:
 Cell Phone: +1 4095438723
 Fax: (409) 720-5508
 Email: william.nichols@charter.com

Order # 10836231

Customer Information: Customer Code		
Business Name	Jefferson County (HQ)	Customer Type: Existing Customer
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
*****0291	State	
Billing Address		
Attention To:		Account Number
1149 PEARL ST Data Cente BEAUMONT TX 77701		8260170160470174
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Brent Weaver	(409) 719-5950	bweaver@co.jefferson.tx.us
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Brent Weaver	(409) 719-5950	bweaver@co.jefferson.tx.us
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Bobby Kelly	(409) 719-5950	bkelly@co.jefferson.tx.us


Internet and TV Services Order Information For 7759 Viterbo Rd STE 1 Beaumont TX 77705
Service Type

Video

New and Revised Services and Monthly Charges At 7759 Viterbo Rd Unit STE 1, Beaumont TX 77705

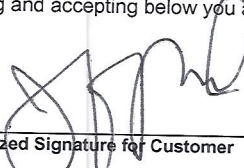
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
DIGITAL RECEIVER AND INTERACTIVE SERVICES	4	\$6.99	\$27.96	Month to Month
Spectrum Business TV	1	\$39.99	\$39.99	Month to Month
*Total			\$67.95	

*Prices do not include taxes and fees.

Spectrum▶

Special Terms
Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.



 Authorized Signature for Customer

Jeff R. Branick

Jefferson County Judge

Printed Name and Title

October 22, 2018

Date Signed

ATTEST
 DATE *10/22/18*



Fran Lee

From: Terry Wuenschel <twuenschel@co.jefferson.tx.us>
Sent: Tuesday, October 16, 2018 3:47 PM
To: Fran Lee
Cc: Cheryl Ellis; Allison N. Getz
Subject: Tax Budget Transfer request
Attachments: Quote_US_PC_SC_3000029885673.1_2018-10-16.pdf

Fran,

We are requesting a budget transfer to replace a server for our check remittance and imaging system. A hard drive recently died and MIS department recommended replacing the server as it has outlived its warranty. The quote is attached.

Please transfer \$2,452.62

TO 120-1011-415-6002 Capital Outlay Computer Equipment
 FROM 120-1011-415-3084 Minor Equipment

Thank you,

Terry Wuenschel, PCC
Chief Deputy Assessor-Collector
Jefferson County Tax Office
P: 409-835-8704; F: 409-835-8589
twuenschel@co.jefferson.tx.us
www.jeffcotax.com

CONFIDENTIALITY NOTICE:

THIS TRANSMISSION IS INTENDED FOR THE SOLE USE OF THE INDIVIDUAL AND/OR ENTITY TO WHOM IT IS ADDRESSED, AND MAY CONTAIN INFORMATION AND/OR ATTACHMENTS THAT ARE PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, DISSEMINATION, DISTRIBUTION, DUPLICATION OR THE TAKING OF ANY ACTIONS IN RELIANCE ON THE CONTENTS OF THIS TRANSMISSION BY SOMEONE OTHER THAN THE INTENDED ADDRESSEE OR ITS DESIGNATED AGENT IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE NOTIFY THE SENDER BY REPLYING IMMEDIATELY AND DELETE THE MESSAGE.

From: Vanessa Lachney [mailto:vlachney@co.jefferson.tx.us]
Sent: Tuesday, October 16, 2018 3:12 PM
To: Terry Wuenschel <twuenschel@co.jefferson.tx.us>
Subject: FW: Dell eQuote #:1024234372547

Lee asked that I send you this quote. Will you be ordering this soon?

Thank You.

Vanessa Lachney
 Sr. Office Specialist
 Jefferson County-MIS
 1149 Pearl Street 6th Floor
 Beaumont, TX 77701



A quote for your consideration!

Total: \$2,452.62

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number:	Quote date:	Quote expiration:	Deal ID:
3000029885673.1	Oct. 16, 2018	Nov. 15, 2018	16711060

Company name:	Customer number:	Phone:
JEFFERSON COUNTY	5390479	(409) 791-1737

Sales rep information:	Billing Information:
Nancy Funderburk	JEFFERSON COUNTY
Nancy_Funderburk@Dell.com	1149 PEARL ST 7TH FL
(800) 456-3355	BEAUMONT
Ext: 5138334	TX 77701-3635
	US
	(409) 791-1737

Pricing Summary

Item	Qty	Unit Price	Subtotal
PowerEdge R230	1	\$2,452.62	\$2,452.62
		Subtotal:	\$2,452.62
		Shipping:	\$0.00
		Environmental Fees:	\$0.00
		Non-Taxable Amount:	\$2,452.62
		Taxable Amount:	\$0.00
		Estimated Tax:	\$0.00
		Total:	\$2,452.62

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Nancy Funderburk

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
RECEIVING DEPT	(409) 835-8593	Standard Delivery	1149 PEARL ST 6TH FL BEAUMONT TX 77701-3638 US

SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R230	1	\$2,452.62	\$2,452.62
	Estimated delivery date: Nov. 7, 2018			
	Contract No: 75AHH			
210-AEXB	PowerEdge R230 Server	1	-	-
329-BDLB	PowerEdge R230 Motherboard MLK	1	-	-
461-AADZ	No Trusted Platform Module	1	-	-
321-BBUO	Chassis with up to 4, 3.5 Hot Plug Hard Drives	1	-	-
340-AQDE	PowerEdge R230 Shipping	1	-	-
338-BHTX	Intel Xeon E3-1240 v5 3.5GHz, 8M cache, 4C/8T, turbo (80W)	1	-	-
412-AAGT	Standard Heat Sink for PE R230/R330	1	-	-
370-ADRB	2400MT/s UDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-
780-BBYO	RAID 5, H330/H730 for SAS/SATA	1	-	-
405-AAGI	PERC H330 Integrated RAID Controller	1	-	-
542-BBCQ	On-Board LOM 1GBE Dual Port (BCM5720 GbE LOM)	1	-	-
385-BBIJ	iDRAC8, Basic	1	-	-

429-AAQM	DVD ROM SATA Internal	1	-	-
470-ABLM	Optical Drive SATA cable for PowerEdge R230	1	-	-
470-ABLN	Optical Drive power cable for PowerEdge R230	1	-	-
770-BBHI	1U/2U Static Rails for 2-Post and 4-Post Racks	1	-	-
350-BBBW	No Bezel	1	-	-
384-BBBL	Performance BIOS Settings	1	-	-
450-AEUX	Single, Cabled Power Supply, 250W	1	-	-
631-AACK	No Systems Documentation, No OpenManage DVD Kit	1	-	-
634-BILL	Windows Server 2016 Standard,16CORE,Factory Installed, No Media,NO CAL	1	-	-
634-BILD	Windows Server 2016 Standard,16CORE,Media Kit	1	-	-
634-BIMU	Windows Server 2016 Standard Edition,No Media;2012R2 Downgrade Media, Multi-Language	1	-	-
800-BBDM	UEFI BIOS Boot Mode with GPT Partition	1	-	-
332-1286	US Order	1	-	-
330-BBFK	PCIe Riser with Fan with up to 1 LP, x8 PCIe + 1 FH/HL, x16 PCIe Slots	1	-	-
806-0201	ProSupport: 7x24 HW / SW Tech Support and Assistance, 4 Year	1	-	-
806-0209	Dell Hardware Limited Warranty Plus On Site Service	1	-	-
806-0281	ProSupport: Next Business Day Onsite Service After Problem Diagnosis,4 Year	1	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	1	-	-
900-9997	On-Site Installation Declined	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
370-ADPU	8GB UDIMM, 2400MT/s, Single Rank, x8 Data Width	2	-	-
400-AEEZ	1TB 7.2K RPM SATA 6Gbps 3.5in Hot-plug Hard Drive,13G	4	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	1	-	-

Subtotal:	\$2,452.62
Shipping:	\$0.00
Environmental Fees:	\$0.00
Estimated Tax:	\$0.00
Total:	\$2,452.62

Unless you have a separate written agreement that specifically applies to this order, your order is subject to Dell's Terms of Sale (for consumers the terms include a binding arbitration provision). Please see the legal disclaimers below for further information.

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties ; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer;Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at

http://www.emc.com/collateral/sales/dellemc-satisfaction-guarantee-terms-and-conditions_ex-gc.pdf ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

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

To: County Auditor
Re: 3066 Budget Amendment Increase- Minor Equipment

October 17, 2018

This letter is to request an increase of \$3,169.56 to the 3066 Minor Equipment line item for the 2018-2019 budget year. In May 2018 Pct. 2 Constable's Office requested one Ford F-150, along with equipment for the vehicle. The Ford F-150 was purchased by the County before the 2017-2018 budget year ended, but the equipment was not purchased for the vehicle. The equipment that was on the initial budget that was submitted in May 2018 was removed from the 2018-2019 in the final budget that was sent to Constable Pct. 2 Office. The office has the vehicle, but there is no equipment to put inside the vehicle because it was not funded. Attached are three quotes for the needed equipment for the vehicle adding up to \$3,169.56. I asked that this amount be sent to the Commissioner's Court for Approval.

A handwritten signature in cursive script, appearing to read "Christopher Bates", with a long horizontal flourish extending to the right.

Constable Christopher Bates



1211 Highway 96 North
SILSBEE, TEXAS 77656
(409) 895-8800

PARTS INVOICE

INVOICE NO. 004574	CUSTOMER ID. JEFF11	REV. X0	CUSTOMER NAME JEFFERSON COUNTY	DATE 10/11/18
THANK YOU FOR YOUR BUSINESS			1149 PEARL ST BEADMONT TX 77701	
CONSTABLE PCT.2 F-150			(409) 727-2173	

Customer Quote

F63	(3)	1	C3.3599L5	H2 COVERT BIREN	399.00	285.95	285.95
F59	(3)	1	SO.BNFWBTSF08	NFORCE INTERIOR	1325.00	682.52	682.52
F50	(3)	1	SO.ELSH12A00J	ULTRALITE	849.00	430.42	430.42
F46	(3)	2	W.MCRNSJ	R/B MICRON SM	106.88	78.08	156.16
F46	(3)	2	W.IONJ	R/B SPLIT ION	172.00	79.89	159.78
F46	(3)	2	W.IONC	ION WHITE	176.00	79.89	159.78



Courtesyman 57 Quoted: 10/11/2018 14:17:01

DISCLAIMER OF WARRANTIES

Any warranties on this product will hereby be disclaimed by the undersigned. The dealer, Silsbee Ford, Inc., hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and Silsbee Ford, Inc., neither assumes nor endorses any particular warranty for this product or the quality of the product or service.

X

CUSTOMER SIGNATURE

TERMS

No return on section or special order items. Restocking charge applied on all merchandise returned for credit or refund. No returns after 90 days without this invoice.

Parts 1874.61
State Tax .00

Quote Total 1874.61

004574

Customer Quote

RECEIVED 10/11/2018

10/16/2018
14:33:54ESTIMATE
1822

ESTIMATE

A-1 TINT & ACCESSORIES

8011 TWIN CITY HWY
PORT ARTHUR, TX 77640
(409) 727-4100

SOLD TO:

. JEFFERSON COUNTY CONST. PCT.2
. 525 LAKE SHORE DR.
. PORT ARTHUR, TX 77640
. (409) 983-8335

SHIP TO:

JEFFERSON COUNTY CONST. PCT.2
525 LAKE SHORE DR.
PORT ARTHUR, TX 77640
(409) 983-8335

Code	P.O. Number	Sales Tax%	Installer/Tech	SalesPerson	Status
1	COUNTY CONST	0.000	-	IMP	ESTIMATE
Product Code Number	Product Description	Quantity	Price	Amount	
UN-COVER (FLEX)	UNDERCOVER BED CAP	1.00 EA	1049.95	1,049.95	
INSTALL	INSTALLATION	1.00 EA	45.00	45.00	

TAX RESALE#:

Sub-Total | 1,094.95

Sales Tax | 0.00

Total | 1,094.95

Tendered | 0.00

Change | 0.00

Type of Car: 18 FORD F150 CREW CAB

THIS RECEIPT MUST ACCOMPANY ALL CLAIMS

-Not an Invoice-

Estimate Only

(c) 1987/99 - Superior Business Software, Inc. Palm Harbor, FL

TERM: 1 NOTSET

ESTIMATE

Classic Tint, Inc.

Beaumont, TX 77707
409-840-9600

Estimate

Date	Estimate #
10/16/2018	775

callclassicstint@gmail.com

Classicstint.com

Name / Address

jefferson County Pre 2 Constable

Project

Item	Description	Qty	Rate	Total
Crew Cab T...	Window Tint For CrewCab Truck		180.00	180.00
Eye brow	5" Strip of Window Film On WindShield		20.00	20.00
	2018 Ford F-150 CC			
	Per Chris Bates 409-543-1517			
We Look Forward To Working With You			Subtotal	\$200.00
			Sales Tax (8.25%)	\$0.00
			Total	\$200.00

Jefferson County
Budget Transfer/Amendment
Payroll accual for 10/19/18
FY 2018

Account Number	Description	Increase	Decrease
110 2027 412 20 1	FICA	168	
110 2027 412 20 2	Employee Retirement	414	
110 2027 412 30 84	Minor Equipment		582
116 0609 452 10 5	Extra Help	175	
116 0609 452 20 2	Employee Retirement		175
120 1016 415 10 94	Longevity		42
120 1016 415 20 1	FICA	204	
120 1016 415 20 2	Employee Retirement	338	
120 1016 415 50 62	Travel		500
120 1017 415 20 1	FICA	96	
120 1017 415 20 2	Employee Retirement	569	
120 1017 415 40 52	Postage		665
120 1024 419 10 96	Vacation Pay		5,497
120 2031 414 20 1	FICA	1,765	
120 2031 414 20 2	Employee Retirement	4,291	
120 2034 412 10 2	Assistants & Clerks	3	
120 2034 412 20 1	FICA		3
120 2038 412 10 5	Extra Help		509
120 2038 412 20 2	Employee Retirement	509	
120 2045 412 10 5	Extra Help		369
120 2045 412 20 1	FICA	82	
120 2045 412 20 2	Employee Retirement	287	
120 2055 412 20 1	FICA	231	
120 2055 412 20 2	Employee Retirement	718	
120 2055 412 50 62	Travel		949
120 3057 423 10 97	Holiday Pay		205
120 3057 423 20 1	FICA	205	
120 3057 423 20 2	Employee Retirement	862	
120 3072 425 10 5	Extra Help		373
120 3072 425 20 1	FICA	108	
120 3072 425 20 2	Employee Retirement	265	
120 5076 441 20 1	FICA	190	
120 5076 441 20 2	Employee Retirement	504	
120 5076 441 30 49	Pharmaceutical Supplies		694
120 6083 416 10 5	Extra Help		5,000
120 6083 416 50 77	Contractual Services	5,000	
120 8096 419 10 5	Extra Help		613
120 8096 419 20 2	Employee Retirement	613	
120 9999 415 99 99	Contingency		1,421

Jefferson County
 Budget Transfer/Amendment
 Payroll accual for 10/19/18
 FY 2018

Account Number	Description	Increase	Decrease
	TOTALS	17,597	17,597

COUNT 39

PGM: GMCOMMV2	DATE 10-22-2018	PAGE: 1
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
TRI-CITY COFFEE SERVICE	97.25	452071
DAWN DONUTS	91.00	452185
		188.25**
ROAD & BRIDGE PCT.#1		
ENTERGY	91.31	452036
KINSEL FORD, INC.	93.75	452044
MUNRO'S	30.65	452048
VULCAN MATERIALS CO.	11,562.67	452072
UNITED STATES POSTAL SERVICE	3.33	452095
EDDIE ARNOLD	489.01	452112
HLAVINKA EQUIPMENT COMPANY	790.00	452125
ADVANCE AUTO PARTS	12.53	452156
REPUBLIC SERVICES	76.05	452184
GULF COAST	1,283.45	452197
		14,432.75**
ROAD & BRIDGE PCT.#2		
CASH ADVANCE ACCOUNT	582.30	452043
M&D SUPPLY	6.69	452046
WALMART COMMUNITY BRC	24.92	452093
CENTERPOINT ENERGY RESOURCES CORP	26.72	452113
NEW WAVE WELDING TECHNOLOGY	6.60	452130
REPUBLIC SERVICES	122.69	452184
GULF COAST	429.08	452197
		1,199.00**
ROAD & BRIDGE PCT. # 3		
CITY OF PORT ARTHUR - WATER DEPT.	40.75	452020
ENTERGY	27.36	452036
MUNRO'S	50.40	452048
TIME WARNER COMMUNICATIONS	92.29	452067
HOWARD'S AUTO SUPPLY	90.54	452078
LOWE'S HOME CENTERS, INC.	23.04	452101
PETROLEUM SOLUTIONS, INC.	920.40	452111
CENTERPOINT ENERGY RESOURCES CORP	28.19	452113
NORTHERN TOOL AND EQUIPMENT	344.98	452146
BK INDUSTRIAL SOLUTIONS LLC	174.83	452178
FELIX AAA AUTO & TRUCK PARTS LLC	74.08	452182
REPUBLIC SERVICES	45.00	452184
GULF COAST	1,905.36	452197
ALL TERRAIN EQUIPMENT CO	92.06	452203
		3,909.28**
ROAD & BRIDGE PCT.#4		
AUDILET TRACTOR SALES	275.00	452014
BEAUMONT TRACTOR COMPANY	158.27	452016
MUNRO'S	63.33	452048
SANITARY SUPPLY, INC.	231.35	452059
SMART'S TRUCK & TRAILER, INC.	41.79	452061
AT&T	78.96	452063
MCKESSON MEDICAL-SURGICAL INC	1,245.27	452080
UNITED STATES POSTAL SERVICE	57.06	452095
INTERSTATE ALL BATTERY CENTER - BMT	101.90	452136
SOUTHEAST TEXAS PARTS AND EQUIPMENT	134.93	452166
GCR TIRES & SERVICE	344.78	452173
REPUBLIC SERVICES	214.79	452184
		456.89**
ENGINEERING FUND		
VERIZON WIRELESS	284.79	452089
		284.79**
PARKS & RECREATION		
FARM & HOME SUPPLY	21.20	452030
LOUIS' YAZOO SALES & SERVICE, LLC	686.60	452045
VULCAN MATERIALS CO.	3,700.32	452072
DUVALL'S RV LLC	325.79	452208
		4,733.91**
GENERAL FUND		
TAX OFFICE		

PGM: GMCOMMV2	DATE 10-22-2018	PAGE: 2
NAME	AMOUNT	CHECK NO. TOTAL
HERNANDEZ OFFICE SUPPLY, INC.	1,892.16	452040
ACE IMAGEWEAR	21.22	452060
UNITED STATES POSTAL SERVICE	380.39	452095
ALLISON GETZ	746.89	452180
COUNTY HUMAN RESOURCES		3,040.66*
MOORMAN & ASSOCIATES, INC.	150.00	452047
PRE CHECK, INC.	90.75	452084
UNITED STATES POSTAL SERVICE	1.22	452095
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	260.00	452191
AUDITOR'S OFFICE		501.97*
OFFICE DEPOT	25.88	452050
UNITED STATES POSTAL SERVICE	8.61	452095
COUNTY CLERK		34.49*
UNITED STATES POSTAL SERVICE	247.39	452095
KOFILE TECHNOLOGIES INC	19,701.36	452149
RICOH USA INC	442.53	452155
COUNTY JUDGE		20,391.28*
OFFICE DEPOT	498.67	452050
ANITA F. PROVO	500.00	452056
UNITED STATES POSTAL SERVICE	8.34	452095
THE YOES LAW FIRM, LLP	500.00	452115
KIMBERLY PHELAN, P.C.	500.00	452119
RICHARD N EVANS II	500.00	452134
FRANCES BLAIR BETHEA	500.00	452139
LINDSAY LAW FIRM, PLLC	500.00	452145
JAN GIROUARD & ASSOCIATES LLC	600.00	452189
RISK MANAGEMENT		4,107.01*
UNITED STATES POSTAL SERVICE	766.98	452095
COUNTY TREASURER		766.98*
UNITED STATES POSTAL SERVICE	100.16	452095
PRINTING DEPARTMENT		100.16*
OLMSTED-KIRK PAPER	373.55	452051
CIT TECHNOLOGY FINANCING SERVICE	499.00	452129
PURCHASING DEPARTMENT		872.55*
OFFICE DEPOT	185.21	452050
PORT ARTHUR NEWS, INC.	139.75	452054
UNITED STATES POSTAL SERVICE	2.16	452095
GENERAL SERVICES		327.12*
B&L MAIL PRESORT SERVICE	1,182.91	452015
COASTAL SOIL CONSERVATION DISTRICT	2,500.00	452022
CASH ADVANCE ACCOUNT	95.00	452043
TIME WARNER COMMUNICATIONS	252.95	452069
ADVANCED STAFFING	78.00	452077
TOWER COMMUNICATIONS, INC.	2,435.00	452092
EAST TEXAS WATER PLANNING GROUP	3,530.79	452102
MCGRIFF, SEIBELS & WILLIAMS OF TX	3,418.41	452107
LEXISNEXIS- ACCURINT	2.00	452138
WHITLEY PENN LLP	6,800.00	452226
DATA PROCESSING		20,295.06*
PITNEY BOWES, INC.	2,500.00	452053
CDW COMPUTER CENTERS, INC.	8,738.20	452079
MICHAEL BAIN	386.41	452123
VMWARE INC	5,040.00	452142

PGM: GMCOMMV2	DATE 10-22-2018	AMOUNT	CHECK NO.	PAGE: 3 118 TOTAL
SITEIMPROVE INC		2,835.00	452187	19,499.61*
VOTERS REGISTRATION DEPT				
UNITED STATES POSTAL SERVICE		666.99	452095	666.99*
ELECTIONS DEPARTMENT				
UNITED STATES POSTAL SERVICE		714.87	452095	
WESTERN MICROGRAPHICS & IMAGING		795.00	452150	
KNOWINK LLC		15,190.00	452221	16,699.87*
DISTRICT ATTORNEY				
SOUTHERN COMPUTER WAREHOUSE		3,671.12	452012	
DELL MARKETING L.P.		11,922.20	452026	
CASH ADVANCE ACCOUNT		666.65	452043	
UNITED STATES POSTAL SERVICE		322.40	452095	
PACER SERVICE CENTER		48.60	452099	
MCM ELEGANTE HOTEL		216.20	452118	
SUMMER TANNER		39.60	452120	
THOMSON REUTERS-WEST		2,571.43	452159	
THOMSON REUTERS-WEST		570.00	452160	20,028.20*
DISTRICT CLERK				
TAC - TEXAS ASSN. OF COUNTIES		540.00	452065	
UNITED STATES POSTAL SERVICE		428.81	452095	
COASTAL BUSINESS FORMS		4,288.75	452157	
AERIALINK INC		174.85	452193	5,432.41*
CRIMINAL DISTRICT COURT				
DONALD W. DUESLER & ASSOC.		8,750.00	452027	8,750.00*
58TH DISTRICT COURT				
SOUTHEAST TEXAS WATER		29.95	452062	
UNITED STATES POSTAL SERVICE		.41	452095	
JOHN WOOLDRIDGE		106.82	452175	137.18*
60TH DISTRICT COURT				
OFFICE DEPOT		228.55	452050	
JOHN COSELLI		102.89	452217	331.44*
172ND DISTRICT COURT				
LEXIS-NEXIS		64.00	452096	64.00*
252ND DISTRICT COURT				
OFFICE DEPOT		22.86	452050	
UNITED STATES POSTAL SERVICE		4.15	452095	27.01*
279TH DISTRICT COURT				
PHILLIP DOWDEN		250.00	452011	
ANITA F. PROVO		200.00	452056	
NATHAN REYNOLDS, JR.		400.00	452057	
LANGSTON ADAMS		250.00	452104	
JONATHAN L. STOVALL		200.00	452144	
WILLIAM FORD DISHMAN		1,000.00	452165	
MATUSKA LAW FIRM		100.00	452167	
TARA SHELANDER		200.00	452169	
DANE DENNISON		100.00	452170	
WRIGHT PITRE & FREIMUTH PLLC		150.00	452228	2,850.00*
317TH DISTRICT COURT				
TRACEY D. BURK		337.95	452019	
OFFICE DEPOT		64.36	452050	
UNITED STATES POSTAL SERVICE		30.19	452095	432.50*
JUSTICE COURT-PCT 1 PL 1				

PGM: GMCOMMV2	DATE 10-22-2018		PAGE: 4
NAME	AMOUNT	CHECK NO.	TOTAL 119
UNITED STATES POSTAL SERVICE	42.92	452095	
LEXISNEXIS- ACCURINT	91.50	452138	
			134.42*
JUSTICE COURT-PCT 1 PL 2			
LEXISNEXIS- ACCURINT	91.50	452138	
			91.50*
JUSTICE COURT-PCT 2			
POSTMASTER	850.00	452055	
			850.00*
JUSTICE COURT-PCT 4			
AT&T	78.96	452063	
LEXISNEXIS- ACCURINT	91.50	452138	
			170.46*
JUSTICE COURT-PCT 6			
OFFICE DEPOT	645.56	452050	
UNITED STATES POSTAL SERVICE	27.10	452095	
LEXISNEXIS- ACCURINT	91.50	452138	
			764.16*
JUSTICE COURT-PCT 7			
LEXISNEXIS- ACCURINT	91.50	452138	
			91.50*
JUSTICE OF PEACE PCT. 8			
LEXISNEXIS- ACCURINT	91.50	452138	
			91.50*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	2.45	452095	
LEXIS-NEXIS	69.00	452096	
EFFIE KEFFER	76.84	452190	
			148.29*
COUNTY COURT AT LAW NO. 2			
A. MARK FAGGARD	300.00	452029	
UNITED STATES POSTAL SERVICE	4.08	452095	
			304.08*
COUNTY COURT AT LAW NO. 3			
CHARLES ROJAS	500.00	452081	
UNITED STATES POSTAL SERVICE	9.04	452095	
ANTOINE FREEMAN	1,802.50	452127	
MATUSKA LAW FIRM	250.00	452167	
THE MAYO LAW FIRM PLLC	500.00	452200	
			3,061.54*
COURT MASTER			
UNITED STATES POSTAL SERVICE	.88	452095	
			.88*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	6.53	452095	
			6.53*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY	112.00	452028	
MOORMAN & ASSOCIATES, INC.	150.00	452047	
TRAILER HITCH DEPOT	229.95	452082	
VERIZON WIRELESS	4,190.80	452090	
CODE 3 PUBLIC SAFETY EQUIPMENT, INC	410.34	452091	
UNITED STATES POSTAL SERVICE	1,252.29	452095	
DATAWORKS PLUS, LLC	37,373.00	452109	
SIMCOM TRAINING CENTER	8,580.00	452116	
TEXAS ASSOC OF HOSTAGE NEGOTIATORS	400.00	452147	
ERIN TECHNOLOGY LLC	700.00	452148	
COASTAL BUSINESS FORMS	631.80	452157	
GALLS LLC	163.00	452179	
REPUBLIC SERVICES	45.00	452184	
FANNETT VETERINARY CLINIC	48.00	452220	
			54,286.18*
CRIME LABORATORY			

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NAME	AMOUNT	CHECK NO.
		TOTAL
FISHER SCIENTIFIC	206.83	452032
CASH ADVANCE ACCOUNT	1,586.37	452043
OFFICE DEPOT	97.57	452050
AIRGAS SOUTHWEST	103.54	452128
CAYMAN CHEMICAL COMPANY	55.00	452140
JULIE HANNON	600.00	452162
VECTOR SECURITY	90.00	452202
PARAGON SOUTHWEST MEDICAL WASTE LLC	1,904.00	452227
JAIL - NO. 2		4,643.31*
A-1 TINT & ACCESSORIES	588.00	452006
COASTAL WELDING SUPPLY	48.00	452023
GT DISTRIBUTORS, INC.	396.66	452033
W.W. GRAINGER, INC.	483.78	452035
OFFICE DEPOT	235.11	452050
AT&T	1,370.98	452063
WORTH HYDROCHEM	342.00	452073
COKER DOORS & MOLDING CO.	1,160.00	452076
TEXAS GAS SERVICE	278.89	452108
FIRETROL PROTECTION SYSTEMS, INC.	170.00	452132
WORLD FUEL SERVICES	912.06	452137
EPIC CARD SERVICES LLC	767.91	452153
THOMSON REUTERS-WEST	182.00	452159
KROPP HOLDINGS INC	1,406.66	452164
GALLS LLC	85.18	452179
REPUBLIC SERVICES	3,294.80	452184
IMPACT WASTE LLC	360.00	452194
THE MONOGRAM SHOP	104.00	452201
BIMBO BAKERIES USA INC	2,381.26	452204
CORRHEALTH LLC	78,900.85	452214
KENYA DODD	6.00	452229
CLAYTON FRIDDLE	224.00	452230
JUVENILE PROBATION DEPT.		93,698.14*
FED EX	24.10	452031
UNITED STATES POSTAL SERVICE	8.41	452095
TENNILLE DAW	521.56	452106
EDWIN JAY FRANK	362.97	452215
JUVENILE DETENTION HOME		917.04*
BEN E KEITH FOODS	2,079.86	452110
CENTERPOINT ENERGY RESOURCES CORP	164.42	452113
REPUBLIC SERVICES	704.70	452184
CONSTABLE PCT 1		2,948.98*
UNITED STATES POSTAL SERVICE	32.87	452095
LEXISNEXIS- ACCURINT	91.50	452138
ENGINEERING INNOVATION	273.51	452195
CONSTABLE-PCT 2		397.88*
LEXISNEXIS- ACCURINT	91.50	452138
CONSTABLE-PCT 4		91.50*
AT&T	39.48	452063
CONSTABLE-PCT 6		39.48*
UNITED STATES POSTAL SERVICE	3.67	452095
LEXISNEXIS- ACCURINT	91.50	452138
CONSTABLE PCT. 8		95.17*
LAKE COUNTRY CHEVROLET, INC.	29,347.58	452222
AGRICULTURE EXTENSION SVC		29,347.58*
WALMART COMMUNITY BRC	559.45	452093
HEALTH AND WELFARE NO. 1		559.45*

PGM: GMCOMMV2	DATE 10-22-2018	PAGE: 6
NAME	AMOUNT	CHECK NO.
		TOTAL
AMERICAN PUBLIC HEALTH ASSOCIATION	110.00	452010
OFFICE DEPOT	229.99	452050
UNITED STATES POSTAL SERVICE	54.20	452095
RACHEL DRAGULSKI	245.00	452103
LEXISNEXIS- ACCURINT	137.25	452138
EQUIFAX WORKFORCE SOLUTIONS	67.25	452196
		383.71*
HEALTH AND WELFARE NO. 2		
AMERICAN PUBLIC HEALTH ASSOCIATION	110.00	452010
ENTERGY	70.00	452038
HANNAH FUNERAL HOME, INC.	1,500.00	452039
OFFICE DEPOT	109.99	452050
VICKIE MCINTYRE	86.00	452075
MCKESSON MEDICAL-SURGICAL INC	123.95	452080
RACHEL DRAGULSKI	31.00	452103
LEXISNEXIS- ACCURINT	137.25	452138
EQUIFAX WORKFORCE SOLUTIONS	67.25	452196
		2,235.44*
NURSE PRACTITIONER		
MCKESSON MEDICAL-SURGICAL INC	4,773.97	452080
SIERRA SPRING WATER CO. - BT	6.14	452097
		4,780.11*
CHILD WELFARE UNIT		
SEARS COMMERICAL CREDIT	100.00	452100
J'LYNN HENDRIX	20.00	452135
TYRE A WELLS	20.00	452168
TYTIANNA WELLS SIGARST	20.00	452172
JAVIER ZAVALA FC	20.00	452177
SERENITY WOODLEY FC	15.00	452188
KENNY ROBINSON	20.00	452192
LARRY DOYLE JR	20.00	452198
FAITH DOYLE	20.00	452199
STACY VELASQUEZ	20.00	452205
ETHAN WILTURNER	20.00	452206
DAYSIE VELASQUEZ	20.00	452207
LAMAR MCDANIEL JR	15.00	452209
GUILLERMO GONZALES	15.00	452210
ASHTON EMERSON	30.00	452211
JONATHAN ROBINSON	20.00	452213
KAITLIN VAZQUES	20.00	452216
JODY CHARGOIS	20.00	452224
JAZIN BENOIT	20.00	452225
ROBIN JOHNSON	20.00	452231
MALACHI SMITH	15.00	452232
MAKAYLA ANTOINE	15.00	452233
JOCELYN NEWMAN	15.00	452234
JAY'LON PEACOCK	15.00	452235
		535.00*
ENVIRONMENTAL CONTROL		
AT&T	61.92	452063
		61.92*
INDIGENT MEDICAL SERVICES		
KING'S PHARMACY	418.94	452009
OFFICE DEPOT	229.99	452050
CARDINAL HEALTH 110 INC	24,520.23	452163
VECTOR SECURITY	341.04	452202
JAMES DYKES	1,200.00	452219
		26,710.20*
MAINTENANCE-BEAUMONT		
MARK'S PLUMBING PARTS	214.32	452005
W.W. GRAINGER, INC.	112.10	452035
HYDRO-CLEAN SERVICES, INC.	435.00	452041
RALPH'S INDUSTRIAL ELECTRONICS	230.00	452058
SANITARY SUPPLY, INC.	269.88	452059
ACE IMAGEWEAR	199.03	452060
AT&T	65.33	452063
TRANSLOGIC CORPORATION	1,370.80	452070

PGM: GMCOMMV2	DATE 10-22-2018		PAGE: 7 122
NAME	AMOUNT	CHECK NO.	TOTAL
QUINCY COMPRESSOR LLC	971.44	452171	
REPUBLIC SERVICES	2,114.10	452184	
VECTOR SECURITY	1,199.04	452202	7,181.04*
MAINTENANCE-PORT ARTHUR			
COBURN'S GROVES (5)	24.05	452024	
ALL-PHASE ELECTRIC SUPPLY	18.39	452025	
SANITARY SUPPLY, INC.	253.44	452059	
TIME WARNER COMMUNICATIONS	76.78	452068	
SOLAR	81.85	452098	
PARKER LUMBER	245.76	452141	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	497.93	452176	
VECTOR SECURITY	814.08	452202	
ALL TERRAIN EQUIPMENT CO	35.10	452203	2,047.38*
MAINTENANCE-MID COUNTY			
BUBBA'S AIR CONDITIONING	75.00	452074	
CENTERPOINT ENERGY RESOURCES CORP	48.00	452113	
REPUBLIC SERVICES	92.10	452184	215.10*
SERVICE CENTER			
JEFFERSON CTY. TAX OFFICE	7.50	452085	
JEFFERSON CTY. TAX OFFICE	7.50	452086	
JEFFERSON CTY. TAX OFFICE	7.50	452087	
JEFFERSON CTY. TAX OFFICE	7.50	452088	
INDUSTRIAL & COMMERCIAL MECHANICAL	9,250.00	452152	
REPUBLIC SERVICES	122.69	452184	9,402.69*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	2.89	452095	
HILARY GUEST	200.34	452105	203.23*
			371,851.88**
MOSQUITO CONTROL FUND			
CLARKE MOSQUITO CONTROL	33,659.84	452021	
W.W. GRAINGER, INC.	3.56	452035	
MUNRO'S	50.45	452048	
CENTERPOINT ENERGY RESOURCES CORP	18.62	452113	
LJA ENGINEERING INC	1,520.83	452151	
REPUBLIC SERVICES	122.69	452184	
TAM AUTO REPAIR	1,879.99	452218	37,255.98**
FEMA EMERGENCY			
BRIGGS EQUIPMENT	31,995.00	452007	
THE LABICHE ARCHITECTURAL GROUP	6,301.25	452013	
UNITED RENTALS	1,100.80	452114	
DRC EMERGENCY SERVICES, LLC	142,837.82	452117	
FIRETROL PROTECTION SYSTEMS, INC.	1,733.00	452133	
MARTIN MARIETTA MATERIALS	1,880.16	452181	185,848.03**
J.C. FAMILY TREATMENT			
PATRICIA VELASCO	1,533.00	452186	1,533.00**
SECURITY FEE FUND			
GT DISTRIBUTORS, INC.	26.48	452033	
RALPH'S INDUSTRIAL ELECTRONICS	192.00	452058	218.48**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	399.07	452159	399.07**
GRANT A STATE AID			
BI INCORPORATED	592.00	452083	592.00**
COMMUNITY SUPERVISION FND			

PGM: GMCOMMV2	DATE 10-22-2018		PAGE: 8
NAME	AMOUNT	CHECK NO.	TOTAL 123
BEAUMONT TROPHIES	85.51	452017	
OLMSTED-KIRK PAPER	450.00	452051	
UNITED STATES POSTAL SERVICE	113.65	452095	
REDWOOD TOXICOLOGY LABORATORY	86.50	452122	
JCCSC	125.00	452143	
			860.66**
JEFF. CO. WOMEN'S CENTER			
BELL'S LAUNDRY	1,193.42	452018	
JEFFERSON CTY. WOMEN'S CENTER	7.76	452042	
CASH ADVANCE ACCOUNT	192.34	452043	
OFFICE DEPOT	109.66	452050	
AT&T	139.10	452063	
SYSCO FOOD SERVICES, INC.	1,250.57	452064	
BEN E KEITH FOODS	1,205.27	452110	
SAM'S CLUB DIRECT	79.98	452154	
MATERA PAPER COMPANY INC	156.80	452158	
REPUBLIC SERVICES	150.26	452184	
			4,265.84**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	8.47	452046	
			8.47**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE	475.00	452008	
GOLD CREST ELECTRIC CO., INC.	112.24	452034	
MUNRO'S	90.74	452048	
TIME WARNER COMMUNICATIONS	110.53	452066	
DISH NETWORK	118.51	452121	
LA RUE ROUGEAU	43.60	452124	
MATERA PAPER COMPANY INC	2,080.19	452158	
REPUBLIC SERVICES	122.69	452184	
			3,153.50**
COUNTY CLERK ELECTION CON			
KNOWINK LLC	14,260.00	452221	
			14,260.00**
CAPITAL PROJECTS FUND			
LJA ENGINEERING INC	1,045.58	452151	
			1,045.58**
AIRPORT FUND			
ENTERGY	94.08	452037	
CENTERPOINT ENERGY RESOURCES CORP	73.32	452113	
REPUBLIC SERVICES	368.07	452184	
			535.47**
AIRPORT IMPROVE. GRANTS			
ARCENEUX WILSON & COLE LLC	7,328.67	452174	
			7,328.67**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	70,556.07	452212	
			70,556.07**
SETEC FUND			
REPUBLIC SERVICES	1,265.21	452184	
			1,265.21**
LIABILITY CLAIMS ACCOUNT			
CALVERT EAVES CLARKE & STELLY LLP	1,690.94	452183	
			1,690.94**
D.A.'S FORFEITURED FUNDS			
OFFICE DEPOT	349.99	452050	
			349.99**
SHERIFF'S FORFEITURE FUND			
VERIZON WIRELESS	75.98	452089	
WALMART COMMUNITY BRC	238.59	452093	
THE SHWAYDER COMPANY	134.78	452223	
			449.35**
PAYROLL FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. - FLEXIBLE SPENDING	13,593.00	451981	
CLEAT	324.00	451982	
JEFFERSON CTY. TREASURER	13,712.37	451983	
RON STADTMUELLER - CHAPTER 13	157.50	451984	
INTERNAL REVENUE SERVICE	208.00	451985	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,260.00	451986	
JEFFERSON CTY. COMMUNITY SUP.	9,809.60	451987	
JEFFERSON CTY. TREASURER - HEALTH	504,589.75	451988	
JEFFERSON CTY. TREASURER - GENERAL	20.00	451989	
JEFFERSON CTY. TREASURER - PAYROLL	1,709,674.41	451990	
JEFFERSON CTY. TREASURER - PAYROLL	603,981.56	451991	
MONEY LIFE INSURANCE OF AMERICA	109.01	451992	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,260.39	451993	
TGSLC	157.25	451994	
US DEPARTMENT OF EDUCATION	248.84	451995	
JEFFERSON CTY. TREASURER - TCDS	645,916.94	451996	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,484.99	451997	
JEFFERSON COUNTY TREASURER	2,736.57	451998	
JEFFERSON COUNTY - TREASURER -	6,644.19	451999	
NECHES FEDERAL CREDIT UNION	43,928.94	452000	
JEFFERSON COUNTY - NATIONWIDE	52,191.74	452001	
JOHN TALTON	2,035.38	452002	
IL DEPT OF HEALTHCARD AND FAMILY SER	49.85	452003	
BELINDA M ZURITA	230.77	452004	
			3,618,325.05**
MARINE DIVISION			
OVERHEAD DOOR CO.	168.00	452052	
THE DINGO GROUP-PETE JORGENSEN MARI	3,368.57	452126	
C & I OIL COMPANY INC	12,216.19	452131	
PALMER POWER	2,701.10	452161	
THE SHWAYDER COMPANY	6,365.22	452223	
			24,819.08**
SHERIFF - COMMISSARY			
WALMART COMMUNITY BRC	441.20	452093	
			441.20**
			4,371,558.41***



PROCLAMATION

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 22 day of October, 2018, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Proclamation was adopted:

16th Annual Harvest of Hope for Catholic Charities of Southeast Texas In honor of the Bordages Family

WHEREAS, each day of the year, Catholic Charities helps hundreds of people in Southeast Texas and makes a definite impact on the clients served by providing seven programs to people in need, and that assistance is based solely on need...not on religious affiliation, race, or any other factor; and, during the last fiscal year, Catholic Charities served **4,938** unduplicated individuals; and

WHEREAS, Catholic Charities serves the hungry through the Hospitality Center, which serves an average of **100** people every day of the year and a place where **36,407** meals were served in the fiscal year ending June 30, 2018; and Catholic Charities serves grieving children who have had the unfortunate experience of the death of a parent, brother, or sister through the Elijah's Place program; and

WHEREAS, Catholic Charities helps the working poor, victims of domestic violence, the elderly, and the disabled through the Counseling Services program, Immigration Legal Assistance program, and provides financial education through the Asset Building Case Management program; and

WHEREAS, Catholic Charities offers supportive case management and emergency financial assistance to those in distress due to personal tragedies, as well as natural or man-made disasters through the Disaster Response program; and lends support and training resources to local church leaders and members attempting to organize local social justice ministries and community services through the Parish Social Ministry program;

THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas does hereby proclaim Tuesday, November 6, 2018, as Harvest of Hope Recognition Day, and we encourage our citizens to support the 16th Annual Harvest of Hope event which benefits and supports the programs and mission of Catholic Charities of Southeast Texas.

SIGNED this 22 day of October, 2018.



JUDGE JEFF R. BRANICK
County Judge



COMMISSIONER EDDIE ARNOLD
Precinct No. 1

ABSENT

COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



**AGENDA ITEM****October 22, 2018**

Consider and possibly approve and authorize the County Judge to execute ARTICLES OF AGREEMENT between Jefferson County, Texas and the Jefferson County Deputy Constables Association October 22, 2018-September 30, 2022.

ARTICLES OF AGREEMENT

Between

Jefferson County, Texas

and

The Jefferson County Deputy Constables
Association

October 22, 2018-September 30, 2022

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ARTICLE 1

Preamble

SECTION I

This Agreement is made and entered into by and between the County of Jefferson and the Precincts 1, 2, 4, 6, 7, and 8 Constables of said County, in the State of Texas, and the Jefferson County Deputy Constables Association, hereinafter referred to as the "Association," in accordance with all applicable state and federal statutes, including the Fire and Police Employee Relations Act of Texas (Chapter 174 of the Texas Local Government Code).

SECTION II

The general purpose of this Agreement is to promote the mutual interests of the County and the deputy constables; to provide for equitable and peaceful adjustments of differences that may arise; to establish proper standards of wages, hours and other terms and conditions of employment for "police officers" as defined in the Fire and Police Employee Relations Act of Texas, with the objective of providing a sound basis for the efficient and effective delivery of services to the public. The parties to this Agreement will cooperate fully to advance and achieve these purposes.

SECTION III

The County and the Constable, and the Association, acknowledge and agree to their mutual obligation to bargain in good faith as set forth in the Fire and Police Employee Relations Act of Texas and all other applicable statutes.

ARTICLE 2

Definitions

A. "Agreement" means the Collective Bargaining Agreement negotiated by and between the County and the Constable, and the Jefferson County Deputy Constables Association.

B. "Association" means the Jefferson County Deputy Constables Association.

C. "Bargaining Unit" means all full time, paid sworn and certified deputy constables appointed by the Constable.

D. "Base Pay" means the salary or wages paid to the deputy, exclusive of any longevity pay or any other supplemental pay or benefits that may be provided in this Agreement.

E. "Board of Directors" means those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-Laws of the Association.

F. "Constable" means the duly elected or appointed Constable.

G. "County" means the governmental body of Jefferson County, Texas; and/or Commissioner's Court.

H. "County Commissioner" means the duly elected or appointed commissioner for each of the four (4) precincts of Jefferson County.

I. "County Judge" means the duly elected or appointed county judge who is charged primarily with the administration of Jefferson County.

J. "Office" means the Precinct 1,2,4,6,7, and 8 Constable's Office of Jefferson County, Texas.

K. "Deputy" means any sworn, full time, paid employee of the Precinct 1,2,4,6,7, and 8 Constable's Office, who is certified by the Texas Commission on Law Enforcement (TCOLE), except for the Constable.

L. "Discipline" means a suspension without pay or termination.

M. "Dispute" means any and all disputes arising under the Contract Dispute Resolution Procedure in Article 15.

N. "Emergency" means an unexpected happening or event, or an unforeseen situation or crises that calls for immediate action.

P. "Promotion" means advancement from a lower rank to a higher rank within the Constable's Office.

Q. "Regular Pay" means the total salary or wages paid to a deputy, exclusive of overtime pay, but including any types of pay supplements that may be included in this Agreement relating to longevity pay, education, specialized training or certification that are provided to a deputy on a recurring basis.

R. "Standby" means that an off-duty deputy has received an order from a superior officer to remain at home or other specific, known location awaiting a call to be immediately available for duty when called. The order must substantially interfere with the deputy's freedom to use his/her time off as desired. It does not include any requirement to wear a pager or other such device and does not include any rule or regulation requiring response to a pager; unless that rule or regulation requires response to pages so frequently or readiness conditions so restrictive that the deputy is not free to use the off-duty time effectively for his/her own benefit.

S. "Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

T. "Suspension" means when a deputy is temporarily relieved from duty by the Constable pursuant to Article 25. A deputy who is suspended remains an employee of the Constable's Office, but may not perform an official act unless so directed by the Constable. The Constable may suspend a deputy with or without pay.

U. "Termination" means an employee is no longer employed by the Constable's Office as a result of disciplinary action.

V. "Uniform" means any clothing which is required by the County or the Constable to have identifying paraphernalia attached to it.

ARTICLE 3

Duration

SECTION I

This Agreement shall be effective as of the 22nd day of October, 2018 and shall remain in full force and effect until the 30th day of September, 2022 unless the parties mutually agree on an extension to some other date after September 30, 2022. In the event that the parties reach an impasse in collective bargaining negotiations as defined in Fire and Police Employee Relations Act of Texas prior to September 30, 2022 then this contract shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2024.

SECTION II

In the event that a Constable other than the signatory to this Agreement takes office any time during the term of this Agreement, said new Constable may, no later than thirty (30) calendar days after taking office, give the Association written notice of his intention to re-open negotiations with respect to those parts of this Agreement applicable to his rights and authority. The failure by the new Constable to give written notice within thirty (30) calendar days of taking office shall give implied consent that the terms and conditions of this Agreement shall continue in full force and effect. In the event that negotiations are reopened between the new Constable and the Association, and the parties reach an impasse in collective bargaining negotiations as defined in the Fire and Police Employee Relations Act of Texas, then all parts of this contract applicable to the Constable's rights and authority shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2024

SECTION III

Nothing in this Article shall preclude the parties, upon mutual agreement and in writing, from reopening negotiations at any time during this agreement to negotiate and amend, modify or otherwise change any provisions set forth in this agreement.

ARTICLE 4

Recognition

SECTION I

The County and the Constable hereby recognize the Association as the sole and exclusive collective bargaining agent for the unit consisting of all deputies as defined herein. This right of recognition includes the sole and exclusive right to negotiate on behalf of all members of the bargaining unit over wages, hours and terms and conditions of employment.

SECTION II

The County, the Constable and the Association recognize their joint responsibility to a reasonable, fair and consistent interpretation and application of this Agreement, Constable's Office Rules and Regulations, and Special Directives and Administrative Orders which may govern the conduct of members in the Bargaining Unit.

ARTICLE 5

Payroll Deductions

SECTION I

The Association shall have the sole and exclusive right to payroll deductions of all matters set forth in this Section.

SECTION II

The County agrees to deduct each payday on a prorated basis the monthly Association dues from the pay of members of the bargaining unit who submit written individual requests for such deductions to be made. Dues shall be paid to the legally designated representative of the Association.

SECTION III

The authorization form shall provide that the deduction shall remain in full force and effect until the receipt by the County of a written termination request from the member of the bargaining unit. The authorization form shall also authorize the County, without further notice from the member of the bargaining unit, to change the amount of the deduction for Association dues to the amount specified in a written notice for Association dues change provided to the County by the Association. The County shall begin making deductions in that amount within thirty (30) calendar days of receipt of written notice. Only one change in the amount of the deduction shall be authorized in a twelve (12) month period.

SECTION IV

The deduction authorization is completely voluntary, and may be terminated by any member of the bargaining unit in writing at any time. The County shall provide a list of those

members of the bargaining unit from whom dues were deducted each payday when payment is made to the Association.

SECTION V

The County shall deduct special, one-time assessments upon written request of the Association signed by the President for social, benevolent or fraternal purposes of the Association; except that no more than one special assessment shall be deducted by the County per Fiscal Year.

SECTION VI

The Association shall indemnify the County, and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.

ARTICLE 6

Conduct of Association Business

SECTION I

The Association shall have the sole and exclusive right to all time off rights set forth in this Article.

SECTION II

Any member of the Board of Directors shall have the right to visit the premises of a Constable's Office for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of a Constable's Office. A member of the Board of Directors shall provide a written request to the Constable about any visitation of the premises. The Constable shall not unreasonably deny any request to visit the premises.

SECTION III

Consistent with the Association leave pool provisions in Section 4 herein, the Association's negotiating team, not to exceed four (4) members, shall be permitted time off to attend negotiating sessions with County representatives, where such sessions or meetings are scheduled during working hours; or shall be given time off for the scheduled night shift immediately preceding or succeeding such negotiating sessions. In the event of an emergency, lack of manpower or other operational contingency, time off for negotiations shall not be permitted.

SECTION IV

Association business shall not be conducted at the expense of the County or on County time. All Association business conducted by any member of the Board of Directors shall be done on the following basis:

A. All Association business conducted by a member of the Board of Directors in lieu of work time shall be on the Board member's own leave time or paid for by the Association leave pool as provided herein; except that any attendance by a Board member that is required by the County or Constable shall not be construed as Association business. All Association business paid for by the Association leave pool must be accounted for in the leave pool records maintained as required herein.

B. Each deputy in the Bargaining Unit shall donate two (2) hours per year at the beginning of each new Calendar Year from vacation to an Association leave pool. Any accumulated Association leave time remaining as of December 31, shall be carried forward into the next year until March 15. Any time that is carried forward that is not used by March 15 shall expire on that date.

C. Any pool days taken by a member of the Board of Directors shall be recorded on a form containing the following information: (1) the deputy's name; (2) the deputy's job assignment; (3) the nature of the Association business being taken; (4) how much time is being taken; and (5) the signature of the Association President or his designee authorizing such leave. A record of such leave accrued and taken will be maintained by the County Auditor.

D. Association business leave may be suspended by the Constable in times of emergency, for lack of manpower, or for an operational contingency.

ARTICLE 7

Bulletin Boards

The Association shall have the sole and exclusive right to maintain a bulletin board at a Constable's Office in an area not exposed to public view. The board may be used for posting notices of (1) recreational and social events, (2) Association elections, (3) Association meetings, (4) reports of Association committees, (5) rulings or policies of the State or National Association, (6) legislative enactments and judicial decisions affecting public employee labor relations, and (7) notices or announcements pertaining to the political activities of the Association, except that specific endorsement letters for any political candidate shall not be posted. All postings shall be in compliance with the Texas Election Code and other applicable laws.

ARTICLE 8

MANAGEMENT RIGHTS

Subject to the terms of this Agreement and the Maintenance of Standards Clause set forth in Article 11, the Association recognizes the prerogative of the Jefferson County Commissioners' Court and the Constable to operate and manage their affairs in all respect and in accordance with their responsibilities, rights and duties. Subject to the Maintenance of Standards Clause set forth in Article 11, all power and authority which has not been abridged, delegated, granted or expressly limited by some written provision of this Agreement is retained by the County and by the Constable.

ARTICLE 9

Disallowed Practices

SECTION I

The County, Constable or the Association, as applicable, shall not engage in the following practices:

A. Interfere with, restrain, or coerce deputies in the exercise of rights granted in this Agreement.

B. Dominate, interfere, or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization. This practice shall include any assistance, either direct or indirect, which interferes with any of the Association's sole and exclusive rights as described in this Agreement to another labor organization that can possibly be certified under the Fire and Police Employee Relations Act of Texas as an exclusive bargaining representative.

C. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment.

D. Discharge or discriminate against any deputy because he/she has filed any good faith affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he/she has formed, joined, or chosen to be represented by the Association.

E. Make or permit any agreement, understanding, or contract with any person, including a member of the bargaining unit, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.

F. Coerce or intimidate deputies in the enjoyment of any legal rights guaranteed under the Fire and Police Employee Relations Act of Texas.

G. Coerce or intimidate deputies in the enjoyment of any legal rights guaranteed under this Agreement.

H. Coerce, intimidate or induce any elected official or agent of the County to interfere with any deputies in the enjoyment of their legal rights guaranteed under the Fire and Police Employee Relations Act of Texas or under this Agreement.

ARTICLE 10
No Strike Clause

SECTION I

The Association agrees that during the term of this Agreement, it will not authorize, ratify, encourage, or otherwise support any strikes, slow-downs or any other form of work stoppage or interference with business of the County or Constable's Office, and will cooperate with the County and Constable in preventing and/or halting any such actions.

SECTION II

Subject to Article 25, "Disciplinary Actions," the Constable may discipline and/or discharge any deputy who instigates, participates, or gives leadership to any act or conduct prohibited by Section 1 of this Article. The Constable may also invoke any and all remedies at law in the event of any strike, work stoppage or slow-down.

ARTICLE 11
Maintenance of Standards

All standards, economic benefits, or other conditions of employment enjoyed by members of the Bargaining Unit at the effective date of this Agreement, which are not specifically included as a part of this Agreement, shall remain unchanged for the duration of the Agreement. Provided, however, that any such standards, economic benefits or other conditions of employment shall have previously been established by a specific written and signed directive of the Constable or by Commissioners' Court, or have been mandated by (and consistent with) all State or Federal laws or regulations; and shall have been applied uniformly throughout the Office to all members of the Bargaining Unit, and any required funds shall specifically have been provided in the budget for such standards, economic benefits or other conditions of employment.

ARTICLE 12
Uniforms and Equipment

SECTION I

Uniforms.

The County shall issue to each deputy, who is required by the Constable to wear a uniform, five shirts and three pairs of pants. Uniforms will be replaced by the County on an as needed basis as determined by the Constable subject to budget appropriations sufficient for replacement. Uniforms that have been damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the deputy.

The County shall issue to each deputy one windbreaker and one set of rain gear.

SECTION II

Uniform Equipment.

The County shall issue to each deputy who is required to wear a uniform the following equipment:

- a. one full Sam Browne including keepers, holster, clip holders, bullet holders, flashlight holder, stick holder, handcuffs, handcuff case and portable radio holder.
- b. bullet proof vest.
- c. current penal code and traffic code.

The County shall issue to each deputy who is not required to wear a uniform the following equipment:

- a. holster, clip holders, bullet holders, handcuffs, handcuff case and portable radio holder.
- b. bullet proof vest.

All equipment will be replaced on an as needed basis. Any item that has been damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the deputy.

SECTION III Radios.

The County shall provide each deputy with a portable radio for use while on-duty. Said radios shall be maintained in good operating condition and shall be replaced or repaired if not in working condition.

SECTION IV

Bullet-Proof Vests.

When required to be provided by this agreement, bullet-proof vests shall be replaced when:

- a. The vest has sustained job related damage that renders the vest unsafe for continued use.
- b. The age of the vest exceeds the time for use recommended by the manufacturer

SECTION V

Vehicle Maintenance and Replacement.

Vehicles shall be maintained by the County and kept in good and safe operating condition. Deputies shall be responsible to deliver the vehicles to an appropriate County service center for

regular maintenance when required. Vehicles will be replaced when necessary as determined by this article.

The County shall furnish every Constable Office vehicle with the following equipment: two-way radio; cage; pump shotgun; flashlight/charger; first aid kit; jumper cables; fire extinguisher; and one case (24) of flares. This equipment shall be maintained in good working condition, and shall be replaced on an as needed basis. Any item that has been damaged due to abuse, misuse, or neglect shall be replaced at the expense of the Deputy causing the damage.

A Vehicle Assessment Committee consisting of a Constable or his/her designee, the President of the Association or his/her designee, and the County Service Center Supervisor, shall be created for the purpose of assessing the condition of each vehicle in use and determining whether or not each vehicle is safe for continued use. These determinations shall be made prior to the time that each Constable submits his office budget each year. In arriving at a decision, the Committee shall take into account the type of service to which the vehicle is suited or used, the anticipated mileage which the vehicle will have attained during the next budget year, the type of maintenance to be administered to the vehicle, and the overall condition of the vehicle, including age, mileage and type of prior usage.

If two (2) out of three (3) members of the Committee determine that a vehicle should be replaced, the Committee shall prepare a written report detailing the condition of the vehicle to the appropriate Constable and County Auditor. The report will be a component of a request for allocation of funds in the forthcoming budget for replacement of the vehicle.

At the request of any one (1) of the three (3) Committee members at any time during the year, the Committee shall evaluate the condition of a particular vehicle to determine whether or not the vehicle is safe for continued use. If two (2) out of three (3) members agree that the vehicle is unsafe, the vehicle shall immediately be taken out of service, and; (1) the vehicle shall either be restored to safe condition, or, (2) the County's procedure for acquisition of a replacement vehicle shall immediately be initiated by the Constable if funds for that purpose are available at that time, or, (3) the Committee shall prepare a condition report and a request for a replacement in the next budget.

This procedure shall apply only to those vehicles that were purchased by the County through its usual vehicle acquisition procedure, and shall not apply to vehicles that were acquired by seizure or by other means.

SECTION VI

Reference Materials.

The County shall provide each Constable's office with a current Family Code, Rules of Civil Procedure, Civil Practice and Remedies Code and Property Code. The County shall provide each deputy with a current Penal Code and Traffic Code.

ARTICLE 13

Seniority

SECTION I

Definition.

Seniority shall be defined as the length of service by a deputy in his/her Constable's Office.

SECTION II

Applicability.

Consistent with the Sections of this Article, seniority shall apply in the selection of days off and vacation days for a deputy in his/her Constable's Office.

SECTION III

Days Off/Vacations.

Seniority shall be the sole factor in the selection of vacations, and based upon overall time of employment as a deputy in his/her Constable's Office. Seniority shall be the sole factor in the selection of days off, and shall be based upon time of employment as a deputy constable in his/her Constable's Office.

ARTICLE 14

Retirement

Members of the bargaining unit shall continue to participate in the Texas County and District Retirement System in accordance with the statutes of the State of Texas now applicable, or as they may hereafter be amended.

ARTICLE 15

Contract Dispute Resolution

SECTION I

Scope.

All disputes concerning the proper interpretation and application of this Agreement, or alleged violations of this Agreement, except matters involving the budgetary power of Commissioners' Court, discipline which is subject to the procedure as set forth in Article 25, and except matters covered in Article 16, shall be resolved by the provisions in this article.

SECTION II

Time Limits.

The parties shall adhere to the time limits as set forth in this Article. In the event that an officer or the Association fails to meet the time limits at Step One (1) or Step Two (2) of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by a deputy, the Association, the Constable or the County to meet the time limits at any other Step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. Any time restrictions in this Article may be waived by written, mutual agreement of the parties.

SECTION III

Process.

A dispute as defined in Section 1 above shall be handled as follows:

Step 1. Each deputy who alleges that a dispute exists shall, within fourteen (14) calendar days of the date the deputy knew or should have known of the existence of the alleged dispute, along with the Association President or his/her designee, first discuss the dispute with an immediate or intermediate supervisor, or the Constable, as applicable. The Deputy and the Association President or his/her designee is encouraged to attempt an informal solution to impending disputes by verbally advising the supervisor or Constable of such dispute as soon as possible.

Step 2. If the dispute is not resolved at Step One (1), then the grievant shall submit the issue in writing to the Constable within thirty (30) calendar days of the Deputy's actual or constructive knowledge of the occurrence causing the problem. The Constable shall determine whether the complaint should be answered by the Constable, the County Judge, or both. The Constable or his designee, and/or the County Judge, as applicable, shall provide a written response within twenty (20) calendar days after receipt of the complaint. Only grievances involving economic issues shall be filed with the County Judge.

The President of the Association, or his/her designee, may file a class action complaint with the Association on behalf of any Bargaining Unit member(s) similarly situated within thirty (30) calendar days of the Association President's actual or constructive knowledge of the occurrence or event causing the problem.

The complaint by an individual deputy or by the President of the Association shall include: (1) a statement of the complaint and all facts on which it is based; (2) any and all sections of the Agreement which have allegedly been violated; (3) the remedy or adjustment, if any, sought; and (4) the signature of the deputy or Association President, as applicable.

Step 3. If the dispute is not resolved at Step 2, the grievant shall submit a copy of the written grievance filed at Step 2, and a copy of the response received, to the Association within ten (10) calendar days of the grievant's receipt of the Step 2 response.

A determination as to the validity of the complaint shall be made by an Association Grievance Committee created for that purpose. The Association Grievance Committee shall meet and render its decision within twenty (20) calendar days after receipt of the complaint.

In the event that the Association Grievance Committee decides that a valid grievance exists, the Association (and Deputy, if applicable) shall proceed to Step 4. In the event the Association Grievance Committee decides that no dispute exists, there shall be no further action under this procedure.

Step 4. If the complaint has not been settled at Step 3, the Association President, the Constable or the County Judge may request within thirty (30) calendar days after receipt of the Association's decision, that the matter be submitted to negotiation.

If a request for negotiation is made, the parties shall meet and confer concerning the complaint for a period not to exceed thirty (30) calendar days from the date of the request in an effort to resolve the matter.

If the parties cannot resolve the dispute within thirty (30) calendar days, they shall certify in writing that no resolution has been made.

Step 5. If the complaint has not been settled at Step 3, or no request is made by any party pursuant to Step 4 to submit the dispute for negotiation, then the Association shall have thirty (30) calendar days from the date that the grievant submitted the grievance at Step 3 to the Association, to give notice of its intention to submit the dispute to final, binding arbitration as hereinafter provided. If the complaint is submitted for resolution at Step 4, the Association shall have twenty (20) calendar days from the date the parties certify that they cannot resolve the matter to give notice of its intention to submit the dispute to final, binding arbitration as hereinafter provided.

The parties shall arbitrate consistent with the provisions set forth in Attachment 3, which is incorporated by reference into this Article.

The time limitations set forth above are to be strictly construed and the parties agree that the "mailbox rule" is not applicable to any time limitations set forth under this Agreement. Calendar days include weekends and holidays.

Failure to adhere to any time limits in this Article may be pled in bar to either arbitration or any legal action.

ARTICLE 16**Wages****SECTION I***

Wage Rates. Deputies shall be compensated on the basis of working 2,080 hours annually; and shall be compensated on a bi-weekly basis. The base salaries for the term of this Agreement shall be in accordance with the following schedule:

MONTHLY RATES/EFFECTIVE DATES

<u>Monthly Ranges</u>	<u>October 1, 2018</u>
Deputy Constable – 1 (0 – 12)	\$4,531.44
Deputy Constable – 2 (12-24)	\$4,790.19
Deputy Constable – 3 (24-48)	\$4,995.81
Deputy Constable – 4 (48-72)	\$5,201.39
Deputy Constable - 5 (72-96)	\$5,385.43
Deputy Constable – 6 (96-120)	\$5,571.14
Deputy Constable – 7 (120 – 180)	\$5,736.88
Deputy Constable – 8 (180+)	\$5,906.07
Chief Deputy Constable	\$6,985.47

<u>Monthly Ranges</u>	<u>October 1, 2019</u>
Deputy Constable – 1 (0 – 12)	\$4,644.73
Deputy Constable – 2 (12-24)	\$4,909.94
Deputy Constable – 3 (24-48)	\$5,120.72
Deputy Constable – 4 (48-72)	\$5,331.42
Deputy Constable - 5 (72-96)	\$5,520.06
Deputy Constable – 6 (96-120)	\$5,710.41
Deputy Constable – 7 (120 – 180)	\$5,880.30
Deputy Constable – 8 (180+)	\$6,053.72
Chief Deputy Constable	\$7,160.11

<u>Monthly Ranges</u>	<u>October 1, 2020</u>
Deputy Constable – 1 (0 – 12)	\$4,760.84
Deputy Constable – 2 (12-24)	\$5,032.70
Deputy Constable – 3 (24-48)	\$5,248.74
Deputy Constable – 4 (48-72)	\$5,464.71
Deputy Constable - 5 (72-96)	\$5,658.07
Deputy Constable – 6 (96-120)	\$5,853.17
Deputy Constable – 7 (120 – 180)	\$6,027.30
Deputy Constable – 8 (180+)	\$6,205.06
Chief Deputy Constable	\$7,339.11

<u>Monthly Ranges</u>	<u>October 1, 2021</u>
Deputy Constable – 1 (0 – 12)	\$4,879.87
Deputy Constable – 2 (12-24)	\$5,158.52
Deputy Constable – 3 (24-48)	\$5,379.95
Deputy Constable – 4 (48-72)	\$5,601.34
Deputy Constable - 5 (72-96)	\$5,799.53
Deputy Constable – 6 (96-120)	\$5,999.50
Deputy Constable – 7 (120 – 180)	\$6,177.98
Deputy Constable – 8 (180+)	\$6,360.19
Chief Deputy Constable	\$7,522.58

Effective October 22, 2018, all members of the bargaining unit shall receive a three percent (3%) across-the-board wage increase.

Effective October 1, 2019, all members of the bargaining unit shall receive a two and a half percent (2.5%) across-the-board wage increase.

Effective October 1, 2020, all members of the bargaining unit shall receive a two and a half percent (2.5%) across-the-board wage increase.

Effective October 1, 2021, all members of the bargaining unit shall receive a two and a half percent (2.5%) across-the-board wage increase.

In the event that non-bargaining unit County employees receive a wage increase of more than two percent (2.5%) in Fiscal Years 2019 to 2021, then all members of the bargaining unit shall receive the same increase.

Bargaining unit members will be compensated during emergency closures in accordance with County policy in effect on October 31, 2017.

SECTION II

Certification Pay.

A. A deputy will be provided \$75.00 monthly, in addition to the base rate, whenever the officer attains an Intermediate Certification through TCOLE.

A deputy, who attains an Advanced Certification through TCOLE, shall be provided \$100.00 per month in addition to the base rate, and in addition to the \$75.00 that is being provided for the Intermediate Certification or Associate Degree.

A deputy who attains a Masters Certification through TCOLE shall be provided \$125.00 per month in addition to the base rate, and in addition to the \$100.00 that is being provided for the Advanced Certification and the \$75.00 that is being provided for the Intermediate Certification.

A deputy will be provided \$100.00 monthly, in addition to the base rate and Certification Pay, whenever the officer attains a Civil Process Proficiency Certification through TCOLE.

B. No deputy in a Constable's Office compensated pursuant to Section A of this Article shall receive more than a total of \$400.00 monthly for the Certification pay.

SECTION III

Longevity Pay.

In addition to the base wage rates, deputies shall be compensated longevity pay at the rate of \$6.26 per month per year of service, to a maximum of twenty-five (25) years of service (\$156.50 monthly maximum) by the County.

SECTION IV

Miscellaneous Pay Issues.

All Deputy Constable's hired after June 16, 1997 will be credited for any verifiable Texas State Law Enforcement experience for purposes of determining at which Deputy Constable rate they will be paid. However, no new hire can enter employment at a rate greater than that specified as the Deputy Constable-5 step.

Deputy Constables may transfer within the same rank to other Constable precincts without a loss in pay.

ARTICLE 17

Hours of Work, Overtime, and Staffing

SECTION I Work

Day/Work Week.

Deputies shall ordinarily work eight (8) hours or ten (10) hours per shift, as applicable; and forty (40) hours per week. The work day for all deputies shall include any shift briefings and training required by the Constable's Office.

SECTION II

Overtime.

All work performed by a deputy in excess of his/her regularly scheduled forty (40) hour work week shall be deemed overtime and shall be compensated on the basis of time-and-one-half the deputy's regular rate of pay. Excused absences with pay (specifically vacation, holiday, compensatory time and funeral leave) shall be deemed time worked for the purpose of computing hours worked.

SECTION III

Court time.

Deputies attending court during off-duty time shall be paid at the rate of time and onehalf, with a two (2) hour minimum. On duty time spent in court will be paid at straight time. This provision applies to any hearing a deputy is required to attend as a result of his employment.

SECTION IV

Call Back.

Any deputy called back to duty from off-duty or on a regularly-scheduled day off shall be compensated at a minimum of two (2) hours pay.

SECTION V

Standby.

In the event that a deputy is ordered to standby prior to or after completion of a regular shift, the deputy shall receive one (1) hours pay for each four hours of standby. Except in the event of an emergency declared by the County Judge, no deputy will be required to Standby for more than eight hours in any 24 hour period.

SECTION VI

Election.

A deputy may elect to receive payment of any overtime accumulated pursuant to this Article in cash or compensatory time provided, however, that overtime will be paid only as compensatory time unless sufficient budgeted funds remain for any cash payment.

SECTION VII

Training time.

Any training time required by a Constable's Office or by any State of Texas agency that takes place outside of regular work hours shall be treated as time worked as defined in this Article.

ARTICLE 18

Vacations

SECTION I

Vacation time shall not be taken until the member of the bargaining unit has been employed at least twelve (12) consecutive months. Upon completion of twelve (12) consecutive months, a Deputy shall be entitled to accrue vacation based on the following schedule during the remainder of the calendar year:

MONTH OF EMPLOYMENT	HOURS OF VACATION
January	80
February	72
March	64
April	60
May	56
June	48
July	40
August	32
September	24
October	20
November	16
December	8

SECTION II

All members of the Bargaining Unit shall be provided vacation time based on the schedule below. "Completed Years of Service" shall be measured from January 1 of the calendar year in which the deputy was first employed. Vacation hours are credited as of January 1 of each calendar year.

COMPLETED YEARS OF SERVICE	HOURS OF VACATION
1 through 4	80
5 through 9	120
10 through 14	160
15 and over	200

SECTION III

Members of the bargaining unit who separate from the County's employment prior to completing twelve (12) consecutive months of service shall not be entitled to payment for accrued vacation. Members of the bargaining unit who separate after having completed at least twelve (12) consecutive months of service with the County shall be paid upon separation for any accrued, unused vacation to which they are entitled.

SECTION IV

Members of the bargaining unit who have at least fifteen (15) years of continuous service may receive pay-in-lieu of no more than eighty (80) hours vacation annually. Any such pay for vacation shall be at the straight time rate; and shall be uniformly applied in any calendar year to all deputies making the request for the benefit. Provided, however, that to receive such pay, the request therefore must be made in writing to the Constable on or before May 31st of the calendar year prior to the year the benefit is to be paid and included in the budgetary request to the Commissioners' Court and approved and budgeted.

SECTION V

In compliance with the Family Medical Leave Act of 1993, in documented cases of hospitalization, serious illness or other unexpected emergency, a member of the bargaining unit who has commenced his/her vacation may submit a request to the Constable for the rescheduling of the affected vacation time. The granting of such request shall not be unreasonably withheld.

SECTION VI

The Constable shall be responsible for scheduling vacations.

SECTION VII

Any unused vacation shall be carried forward in whole or in part to the following calendar year; except that any vacation carried over must be taken by March 15 of the following year. Reasonable accommodation must be given to Deputies so that such vacation carried over may be used prior to March 15th. Members of the bargaining unit who carry vacation forward, but who terminate employment with the County prior to March 15 shall not receive payment for any unused vacation time carried forward that remains at the time of termination. Employees will not receive payment for vacation carried forward.

ARTICLE 19

Holidays

SECTION I

For purposes of this article one holiday is equal to eight (8) hours. Deputies shall receive the same holidays that all other County employees are provided by the County.

Based on the current holiday schedule provided the County and depending on the particular day of the week upon which Christmas occurs, the day after Christmas may sometimes be designated as the holiday in lieu of Christmas Eve.

SECTION II

If a holiday falls on a Deputy's regular day off, the County shall pay the Deputy eight (8) hours at straight time, in addition to the Deputy's regular pay. If a Deputy works a holiday, the Deputy shall be paid for eight (8) hours at time and one-half, in addition to the Deputy's regular pay.

SECTION III

In order to receive pay for a holiday, a bargaining unit member must work (if scheduled) the working day before and after the holiday. In the event of illness on either the day before or after the holiday, the bargaining unit member must provide a doctor's excuse for the day(s) absent in order to receive pay for the holiday.

ARTICLE 20

Sick Leave

Members of the bargaining unit shall be allowed sick leave with full pay in accordance with the following provisions:

SECTION I

Four (4) hours of sick leave shall be accumulated per pay period. Maximum hours that may be accumulated is fourteen-hundred forty (1440). Sick leave pay shall be at the regular rate of pay.

SECTION II

Sick leave accrual starts with the date of employment, but sick leave may not be used until the member of the bargaining unit completes ninety (90) calendar days service with the County. Sick leave does not accrue while using sick leave, and only that sick leave that has been accrued prior to the time of illness may be used.

SECTION III

Sick leave may be used for absence from duty because of personal illness, pregnancy, legal quarantine or illness in the immediate family or for any reason covered under the Family and Medical Leave Act. Immediate family for the purpose of this subsection shall include spouse, parent, guardian or dependent child.

SECTION IV

The Constable may request and obtain verification of the circumstances surrounding any use of sick leave, and documentation of all sick leave shall be provided to the Auditor's office by the Constable. Failure to provide appropriate documentation for the use of sick leave may result in disciplinary action. While out on sick leave, a deputy must maintain regular contact with the appropriate supervisor. Sick leave benefits are contingent upon maintenance of regular contact.

SECTION V

Sick leave may be used for elective surgery only when the procedure is recognized as an allowable, reimbursable expense under the County's Health Insurance Plan.

SECTION VI

Members of the bargaining unit hired prior to October 1, 2002, with at least eight (8) years of continuous service who terminates employment may receive payment for one-half of their unused, accrued sick leave up to a maximum of seven-hundred twenty (720) hours. Members of the bargaining unit hired after October 1, 2002, with at least eight (8) years of continuous service who terminate employment may receive payment for 10% of their unused, accrued sick leave. However, any member of the bargaining unit who is re-employed by the County and who was previously paid for terminal sick leave shall not be entitled to any pay for sick leave upon his/her subsequent termination of employment.

SECTION VII

Funeral Leave

In the event that a Deputy suffers a death in the family, the Deputy may take up to three (3) work days off with pay. The word "family" shall include spouse, child, parent, guardian, brother, sister, grandfather, grandmother or grandchild of the deputy, or of the deputy's spouse.

SECTION VIII

Deputies who complete one (1) calendar year of service without using any sick leave during such year shall be granted one (1) day of vacation time in addition to the amount of vacation time that the Deputy is entitled to under ARTICLE 18 of this Agreement.

SECTION IX

Personal Leave.

Subject to the approval of the Supervisor, deputies may be granted personal time off with pay for a period not to exceed two (2) days (16 hours). These sixteen (16) hours are to be used for non-medical appointments, such as, parent-teacher conferences, personal business that deputies are unable to conduct during normal working hours because of work schedules or events such as school plays, etc., and time off to vote. Deputies must schedule personal time off at least twenty-four (24) hours in advance. Personal leave does not accrue from year to year and unused personal leave will not be paid upon separation from the County. Personal leave will not be counted as hours worked for the purposes of calculating overtime. Personal leave may not be used until the employee successfully completes ninety (90) calendar days of employment. Each deputy shall be credited with 16 hours of Personal Leave each January 1 or upon employment.

ARTICLE 21

Injury Leave

SECTION I

A Deputy who is injured on the job shall receive temporary income benefits as prescribed by the Texas Worker's Compensation Act and the Texas Constitution Article 3, Section 52e.

SECTION II

Injury leave may be charged to FMLA leave if applicable. Deputies off on injury leave will not receive holiday pay.

SECTION III

The Commissioner's Court will review each Worker's Compensation case at the time the County supplement ends, and may extend supplemental benefits if desired.

ARTICLE 22

Leave of Absence

SECTION I

After a deputy's sick leave and all other available accrued leave have been exhausted and the deputy has been absent for eighty (80) hours without pay, the Constable shall recommend to the Commissioner's Court for approval to:

- A. Dismiss the deputy; or
- B. Place the deputy upon leave of absence without pay or benefits for a period of time not to exceed three (3) calendar months.

SECTION II

A leave of absence without pay may be granted at the discretion of the Constable, but not to exceed ten (10) calendar days per year. Additional days may be granted at the discretion of the Commissioner's Court.

SECTION III

No vacation, sick leave or credit for retirement service shall accrue while a deputy is on leave of absence without pay, for any reason.

SECTION IV

A deputy shall exhaust all other available forms of accrued leave before any unpaid leave can be granted.

ARTICLE 23

Military Leave

1. Leave with full pay shall be granted for Reserve Training or National Guard duty for a period of up to one hundred and twenty (120) hours per year. The deputy should notify the Auditor's Office in writing of such dates of service. Where the necessity for military leave is foreseeable, a deputy must provide at least thirty (30) calendar days' notice of intention to take military leave. When need for military leave is unforeseeable, notice as soon as practicable is required.

2. A Department Head/Elected Official must reschedule an affected deputy's work schedule, if at all possible, to avoid conflicts between work and Reserve or National Guard duty to ensure that the employee works a full week.

3. Deputies having a minimum of one (1) year of service, ordered to: 1) active military conflict duty during a conflict; 2) state active military service; 3) service supporting the Department of Emergency Management operations; 4) service supporting the Department of

Homeland Security or 5) any other official activity as required by State or Federal Government, shall be entitled to the following:

A. Compensation

If the military pay is less than their base salary, the County pays the difference for a period not to exceed five (5) years. Military pay consists of base pay, plus allowance for longevity, subsistence, quarters, and dependents, plus pay for sea, flight, foreign, and hazardous pay. Military pay does not include reimbursement for travel expense. When military pay exceeds the employee's County pay, there will be no additional pay from the County.

To receive supplemental pay from the County, the deputy must furnish a certified statement of the military pay and allowances for the time off. The deputy must either: 1) endorse and forward his/her military paycheck to the County Auditor or 2) through any other method approved by the County Auditor. If the deputy fails to turn in the military pay or fails to adhere to the agreed upon method, he/she will not receive payments from the County.

B. Benefits

During the military leave, there is no accrual of sick leave, injury leave, or vacation. While vacation, injury leave and sick leave do not accrue for deputies on military leave, military leave does count towards longevity of employment for purposes of vacation and sick leave entitlement.

Time while on military leave is also counted as service credit in determining the eligibility for those benefits that are dependent upon length of service such as retirement, days off (Sheriff's Department), and shift assignments.

During the period of military leave, deputies shall be extended the option of continuing dependent insurance coverage under the County Health and Life Insurance Programs, with the employer contribution paid by the County and the employee contribution paid by the deputy. The County Health and Life Insurance Programs contain exclusions for acts of war. Deputies who are called to: 1) active military duty during a conflict; 2) state active military service; 3) service supporting the Department of Emergency Management operations; 4) service supporting the Department of Homeland Security or 5) any other official activity as required by State or Federal Government should consult with the Insurance and Risk Management Department if they have questions about the advantages of continuing the County Health and Life Insurance coverage during periods of military leave. If the deputy discontinues coverage for dependents, he/she may re-enroll dependents consistent with the guidelines and benefits for the existing medical plan document.

The deputy must also contact the Payroll Department to continue or discontinue other deductions he/she might have.

Upon their return, such deputy will be restored to their former position, or to a position of like seniority, status and pay in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994.

ARTICLE 24

Jury Duty

Deputies may be granted leave with pay when required by court order to attend a court either as a prospective juror, juror or witness. Deputies shall return to work during the time not retained by the court. Court duty that is a result of an action taken by the employee which is unrelated to their employment with the County or that will personally affect him/her shall not be entitled to regular pay. In these instances, the employee will be required to use vacation, personal leave, or leave without pay.

ARTICLE 25

Disciplinary Actions

SECTION I

The purpose of this Article is to establish a procedure for the fair, expeditious and orderly adjustment of disciplinary actions taken by the Constable.

SECTION II

Upon notification of a complaint filed by any person, or initiated by the Constable due to job performance, the Constable shall thoroughly investigate within a reasonable period of time consistent with the nature of the complaint being investigated.

SECTION III

Upon completion of any investigation, the Constable shall determine the disciplinary action to be taken against the affected deputy. The decision of the Constable shall be based upon whether or not just cause exists for the discipline. For the purposes of this Section, the term "just cause" means that the disciplinary action of the Constable's Office was reasonable in light of all circumstances; or was done for good and sufficient reasons.

SECTION IV

Within fourteen (14) calendar days of the Constable's decision to discipline a Deputy, the Deputy may invoke his right to binding arbitration pursuant to the rules of the American Arbitration Association by submitting the request for arbitration in writing to the civil department for Jefferson County at facsimile 409-784-5893 or hand delivery to the Jefferson County Criminal District Attorney's Office, ATTN: Civil Department, 1085 Pearl Street, 3rd Floor, Beaumont, Texas 77701.

The time limitations set forth in this section is to be strictly construed and the parties agree that the "mailbox rule" is not applicable to this section. Calendar days include weekends and holidays.

Failure to adhere to any time limits in this Section may be pled in bar to either arbitration or any legal action.

ARTICLE 26

Insurance

SECTION I

The County agrees to provide health, dental and term life insurance under the County's Group Insurance Plan at the same specifications provided to all other County employees. The premium for bargaining unit members shall be paid entirely by the Employer.

SECTION II

At the option of a bargaining unit member, qualified dependents may also be insured under the Group Plan. A member of the bargaining unit shall pay one-half of the additional premium for the claims portion of dependent coverage. However, in the event that the dependent matching ratio for non-bargaining unit employees is changed to some ratio other than a half match the dependent matching ratio for bargaining unit employees shall automatically be set at the same ratio as is applicable to non-bargaining unit employees, unless otherwise agreed upon by the parties.

SECTION III

Jefferson County is self-insured for liability exposure under the Texas Torts Claim Act. Employees who operate a county vehicle exclusively on county business would normally be covered if they were at fault in a vehicle accident. Operation and Insurance coverage regarding county vehicles is governed by the Jefferson County Policies and Procedures Section 6.3.

ARTICLE 27

Miscellaneous Provisions

SECTION I

The County shall reimburse any deputy for personal items stolen or damaged as a result of a work-related incident up to a maximum amount of \$500.00 per occurrence; provided that the Constable has approved the personal item as necessary and work related; provided the deputy files a written report of the incident within twenty-four (24) hours of the occurrence; provided that the subject property of the loss was not of the type provided by the County for the deputy's work; provided that the loss or damage was not due to the negligence of the deputy; and provided further that the deputy provides documentation acceptable to the County of the value of the item or cost

of repair, if repairable, within thirty (30) calendar days of the occurrence. The County may, at its option, replace the item with an item of comparable worth and quality.

Excluded from this provision are any items that are prohibited by the Constable for use on the job, or any non-essential item that is used exclusively for the comfort or enjoyment of the Deputy that does not aid in the furtherance of the job duties.

SECTION II

Deputies may at any time review their personnel files consistent with the provisions of VTCS Article 6252-17, Section 3. Said review of personnel files shall take place during the regular business hours of the custodian of personnel records in the Department; and shall be under the supervision of the custodian of personnel records.

SECTION III

Deputies shall only perform bargaining unit work; specifically, that work which is normally and customarily related to the performance of duties. The County shall not request or order any deputy to perform non-bargaining unit work.

SECTION IV

Members of the bargaining unit shall have the following political rights:

A. Members of the bargaining unit shall be permitted to take an active part in any political campaign so long as they are (1) not in uniform; (2) not displaying any badge, insignia or equipment of the Constable's Office; or (3) not on duty.

B. Members of the bargaining unit shall not be required to contribute to any political fund or render any political service to any person or political party. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for making a political contribution or rendering political service to any person or political party; or by refusing to do so.

C. Members of the bargaining unit retain their constitutional right to support any candidate or measure of their choice. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for supporting or refusing to support any candidate or measure.

D. Members of the bargaining unit retain their constitutional right to demonstrate in public so long as they are (1) not in uniform; (2) not displaying any badge, insignia or equipment of the Constable's Office; or (3) not on duty.

SECTION V

The Constable and/or County shall provide the following materials to every deputy:

- A. A copy of all county personnel policies, Constable's Office operations manual and rules and regulations.
- B. A copy of this Agreement.

SECTION VI

Any bargaining unit member may be required to live within a fifty (50) mile radius of the Jefferson County Courthouse; however, residency within Jefferson County shall not be mandatory.

ARTICLE 28

RESERVE DEPUTY CONSTABLES

This article is to explain the extent of the reserve constables program for the mutual understanding of the parties.

The parties desire to express in written terms the extent to which the reserve constable's program will not affect members of the bargaining unit of the Constable's office or their rights under the collective bargaining agreement.

- A. The Constable's Reserve Deputy Program is not designed to perform or replace the duties of a deputy constable. No reserve deputy constable will ever replace a deputy constable.
- B. The Precincts Reserve Deputy Constables will be used only in emergency situations.
- C. The Constable will hold no more than two (2) Reserve Deputy Constable positions (licenses).
- D. The Reserve Deputies are required to keep up the continuing education credits to maintain their licenses under TCOLE rules and under the Rules and Regulations of the Constable's office. All future reserve deputy constables will have to abide by the same rules and regulations.

ARTICLE 29

Closing Statements

SECTION I

Savings Clause

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

SECTION II

Full and Final Scope of the Agreement.

The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. Subject to the Maintenance of Standards clause (Article 11), the above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Subject to the Maintenance of Standards clause (Article 11), each party for the term of this Agreement specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

SECTION III

Approval

This Agreement was approved by the Jefferson County Commissioner's Court at a regular meeting held on the ____ day of _____, 2018 and has been approved by the Constables by their signatures being affixed hereto, and has been ratified by the Jefferson County Deputy Constable's Association on the ____ day of _____, 2018.

FOR THE COMMISSIONER'S COURT:

Jeff Branick, County Judge

FOR THE CONSTABLE:

Charles L. Wiggins, Jr., Constable Pct. 1

Christopher Bates, Constable Pct. 2

Charles B. Werner, Constable Pct. 4

Dana A. Baker, Sr., Constable Pct. 6

Robert Adams, Jr. Constable Pct. 7

Eddie Collins, Constable Pct. 8
FOR THE ASSOCIATION:

Karl Holmes, President
ATTACHMENT 1**Arbitration**

A. If a grievance is submitted to final, binding arbitration by the parties, the Constable and/or County and the Association shall attempt to agree within five (5) calendar days upon an arbitrator. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) qualified neutrals shall be requested jointly by the parties from the American Arbitration Association (AAA); or may be requested by one of the parties. Within five (5) working days from receipt of the list, the parties shall alternately strike names on the list and remaining name shall be the arbitrator.

B. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the AAA Expedited Labor Arbitration Rules.

C. The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The Arbitrator shall be final and binding upon the County, the Constable and the Association.

D. The Constable and/or County shall bear the expense of any witnesses called by the County. The Association shall bear the expense of any witnesses called by the Association, except that employees of the County who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The Constable and/or County and the Association shall share equally the fees and expenses of the arbitrator.

E. Notwithstanding any other provision in this agreement, a determination by the County that results in a reduction in the number of authorized, full-time paid deputy constable positions is not subject to arbitration and an arbitrator shall have no jurisdiction to render a decision increasing the number of authorized and budgeted deputy constable positions. The Arbitrator lacks jurisdiction on any issue wherein the Arbitrator changes or limits the budgetary power of the Jefferson County Commissioners' Court.

ATTACHMENT 2

Non- Binding Arbitration

A. If a grievance is submitted to non-binding arbitration by the parties, the Constable and/or County and the Association shall attempt to agree within five (5) calendar days upon an arbitrator. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) qualified neutrals shall be requested jointly by the parties from the American Arbitration Association (AAA); or may be requested by one of the parties. Within five (5) working days from receipt of the list, the parties shall alternately strike names on the list and the remaining name shall be the arbitrator.

B. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the AAA Expedited Labor Arbitration Rules.

C. The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and

shall confine his decision to the interpretation of this Agreement. The Arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The decision of the Arbitrator shall be advisory only, however, the County and/or Constable, and the Association may voluntarily agree to accept the arbitrator's decision as a resolution to the grievance within thirty (30) calendar days of the party's receipt of the decision; and if the parties do agree to accept the decision, it is final and binding.

D. The Constable and/or County shall bear the expense of any witnesses called by the County. The Association shall bear the expense of any witnesses called by the Association, except that employees of the County who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The Constable and/or County and the Association shall share equally the fees and expenses of the arbitrator if the parties agree to accept the award as the resolution of the grievance. In the event that any party to the grievance refuses to accept the award of the arbitrator, that party shall pay the entire fee and expenses of arbitrator.

**AGENDA ITEM****October 22, 2018**

Receive and file Certificate of Completion for Commissioners Michael S. Sinegal. Commissioner Sinegal has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code for 2018.

**COUNTY JUDGES AND COMMISSIONERS
ASSOCIATION OF TEXAS**
County Commissioner Continuing Education Transcript

Reporting Period: 1/1/2018 - 12/31/2018

Hon. Michael Shane Sinegal
Commissioner
Jefferson County
525 Lakeshore Dr
Port Arthur, TX 77640-6460
Phone: (409) 983-8300
Fax:

Term:
1/1/2018 - 12/31/2018

Date	Description	Earned Hours
1/1/2018	Excess hours carried forward from 2017	5.50
2/22/2018	V.G. Young Conference	10.00
8/31/2018	2018 Legislative Conference	4.50
Total Hours Earned: 20.00		

**You have met your 2018 Commissioner Statutory Continuing Education requirement.
You will carry forward 4.00 hours to the next reporting period.**

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

Print Date: 10/2/2018

226748

If this report does not agree with your records, please call
Administrative Assistant at (512) 482-0701 or (800) 733-
0699 or cjca@allison-bass.com

JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMITApplication Date: 10/8/18 Permit #: 03 -OW- 18 Precinct#: 1Business Name: Ballard Exploration Co. Business Phone: 713-651-0181Business Address: 1021 Main St., Ste 2310Local Representative: Steve Fischer Local Phone: 713-651-0181

State Permit No. (if applicable): _____

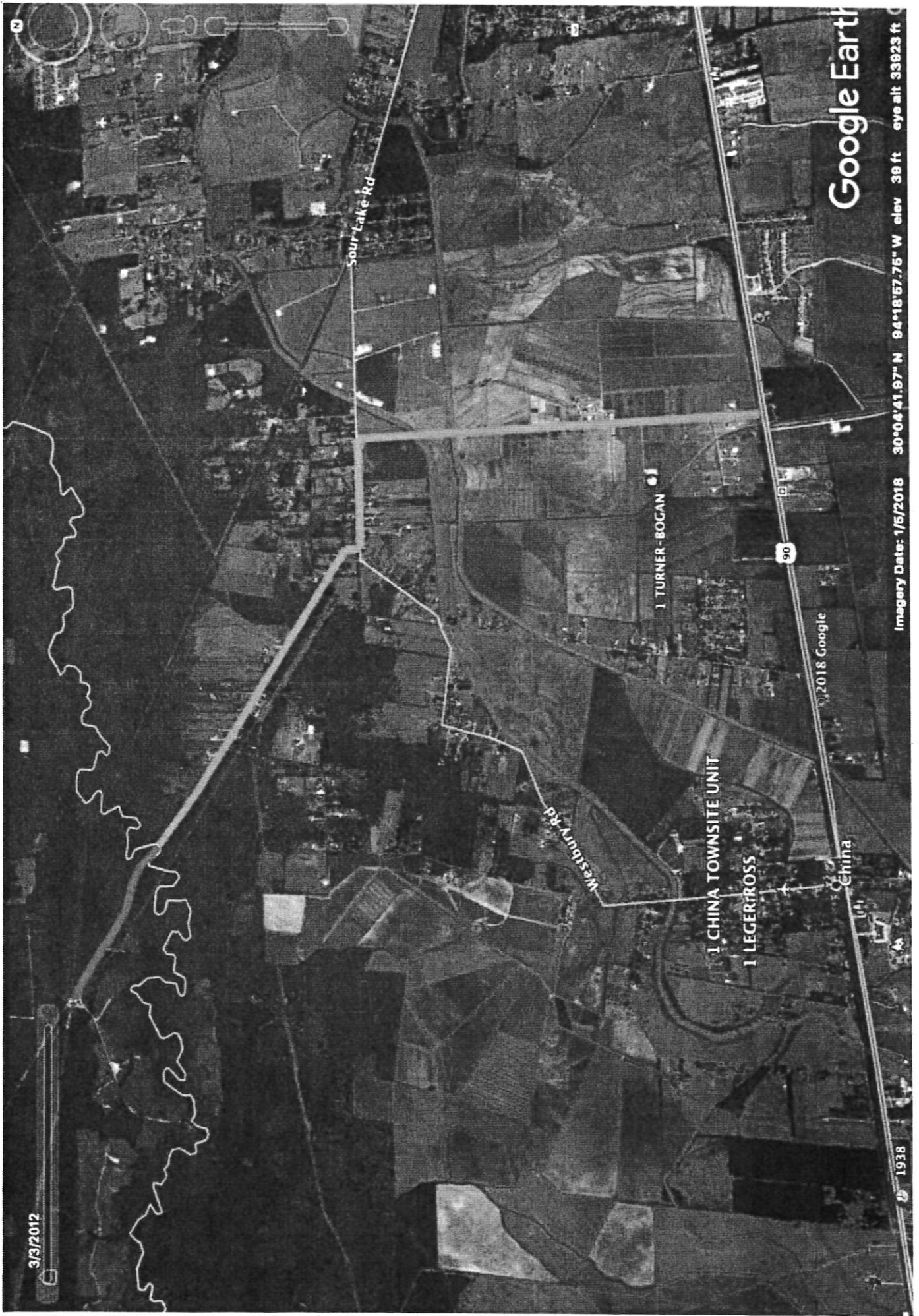
Bond Amount: \$455,000.00 Bond #: ROG0001414Description of Work/Type/Location: Drilling rig equipment move from Hwy-90 to Hardin County via Aggie Rd and Sour Lake Rd.Description of Route: Aggie Rd (2.3 mi) and Sour Lake Rd (2.9 mi).NOTE: 0.65 mi on Aggie Rd is already covered on Bond # RLB0015725. (N/A)

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Signed this 8th day of October 20 18Ballard Exploration Company
Name of Company (Permittee)

JEFFERSON COUNTY

By: Steve FischerBy: Donald W. Rao
Director of EngineeringTitle: EngineerSteve Fischer
Applicant's SignatureBy: Jody Jamise
Precinct SupervisorSteve Fischer
Applicant's Printed Name



Google Earth

Imagery Date: 1/5/2018 30°04'41.97" N 94°18'57.75" W elev 39 ft eye alt 33923 ft

1938


JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT
(Engineering Department Use Only)

Date Approved: 10/17/18 Application Approved ☒ Yes ☐ No

If No, give reason: _____

Processed By: ERNEST CLEMENT

Title: ENGINEERING SPECIALIST


Processor's Signature

ERNEST CLEMENT
Processor's Printed Name

STATE OF TEXAS
COUNTY OF JEFFERSON

§
§
§

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY
AND

WHEREAS, BALLARD EXPLORATION (hereinafter "Company") intends to conduct HEAVY HAUL DRILLING RIG [describe operation], (hereinafter the "Project") at a site located on AGGIE RD., SOUR LAKE RD. (county road name) located in Precinct No. 1; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1st road name] and County [2nd road name]:

1. County Road AGGIE RD. 2.3 mi
2. County Road SOUR LAKE RD. 2.9 mi; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road AGGIE RD and County road SOUR LAKE RD. for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of 10/10, 2018 to a termination date of 10/10, 2019. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: _____] and County [2nd road name: _____] for additional support.

BOND No. RO90001414

\$455,000.00

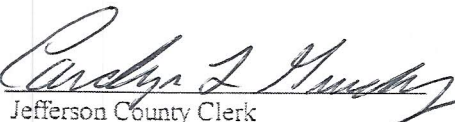
4. Company shall provide a surety bond in the sum of [\$ ~~520,000.-~~ Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 1 of Jefferson County, Texas before transporting any equipment on County [road name: AGGIE RD.] and County [2nd road name: SOJA LAKE RD.] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 22ND day of OCTOBER, 2018


Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 22ND day of OCTOBER, 2018

Attest:


Jefferson County Clerk



Authorized Agent for _____

THE STATE OF TEXAS,
COUNTY OF JEFFERSON

§
§
§

I, _____ a notary public, do hereby certify that on this _____ day of _____, _____, personally appeared before me _____, being by me first duly sworn, declared that he is the _____ of _____ and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, _____.

Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires

Exhibit I

Estimate of Cost:

Length of [1st road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:
 Length of [2nd road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:

Anticipated cost of Repair:

Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 28 per hour x _____ hours = \$ _____

Equipment Operator \$ 24 per hour x _____ hours = \$ _____

Other \$ 20 per hour x _____ hours = \$ _____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ 35 per hour x _____ hours = \$ _____

Grader \$ 60 per hour x _____ hours = \$ _____

Other \$ 80 per hour x _____ hours = \$ _____

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 35 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Asphalt \$ 95 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Other at \$ 70 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Total for [1st road name] \$ _____

BOND NO. ROG0001414

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, Ballard Exploration Company, Inc., as Principal, and the RLI Insurance Company 2925 Richmond Avenue, Suite 1600, Houston, TX 77098, an Illinois corporation, as Surety, are held and firmly bound unto Jefferson County, Precinct 1, 1149 Pearl Street, 4th Floor, Beaumont, TX 77701, as Oblige, in the sum of Four Hundred Fifty Five Thousand and No/100 Dollars (\$455,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been or is about to be granted a permit (the "Permit") by the Oblige to move oversized heavy equipment covering 2.3 miles of Aggie Road and 2.9 Miles of Sour Lake Road. Principal will be responsible for maintenance or restoration or both (but not betterment) of the roads, in excess of normal maintenance. Normal maintenance cost shall be the sole responsibility of the Municipality/Oblige.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal shall well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect; in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. This Bond may be canceled by the Surety by giving thirty (30) days notice in writing of its intention to do so to the Oblige, and the Surety shall be relieved of any further liability under this Bond thirty (30) days after receipt of said notice by the Oblige, except for defaults occurring prior thereto.
2. The term of this Bond shall be from October 17, 2018 to October 17, 2019.
3. Any claim must be presented in writing during the term of this Bond to RLI Insurance Company to the attention of Greg E. Chilson, 2925 Richmond Avenue, Suite 1600, Houston, Texas 77098.
4. Surety shall have no obligation to the Principal, the Oblige or any other person or entity for any loss suffered by the Principal, the Oblige or any other person or entity by reason of acts or omissions which are or could be covered by the Oblige's or the Principal's general liability insurance, products liability insurance, completed operations insurance or any other insurance.
5. No right or action shall accrue under this Bond to or for the use or benefit of anyone other than the named Oblige.
6. The Oblige will issue a release of this Bond within a reasonable period, but in no instance longer than thirty (30) days after termination of the Permit.
7. Regardless of the number of years this Bond is in force, or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this 17th day of October, 2018, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative pursuant to authority of its governing body.



Ballard Exploration Company, Inc.

Principal

By _____
RLI Insurance Company
2925 Richmond Avenue, Suite 1600
Houston, TX 77098

Surety

By Michelle Madl
Michelle Madl, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. ROG0001414

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Michelle Madl in the City of Peoria, State of Illinois, as it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Four Hundred Fifty Five Thousand and 00/100 Dollars (\$ 455,000.00) for any single obligation, and specifically for the following described bond.

Principal: Ballard Exploration Company, Inc.

Obligee: Jefferson County Commissioner Precinct 1

Bond Amount: \$ 455,000.00

Effective Date: October 17, 2018

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 17th day of October, 2018.



State of Illinois }
County of Peoria } SS

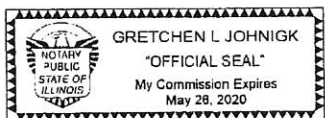
RLI Insurance Company

By: B. A. W. Davis
Barton W. Davis Vice President

CERTIFICATE

On this 17th day of October, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public



I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 17th day of October, 2018.

RLI Insurance Company
By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary

A00AS817_SUBS



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

Acknowledgment of Surety

STATE OF Illinois
COUNTY OF Peoria } ss.

On this 17th day of October, 2018, before me, a Notary Public in and for said County, personally appeared Michelle Madl, personally known to me, who being by me duly sworn did say that he/she is the aforesaid Attorney In Fact of the RLI Insurance Company of Peoria, Illinois, a corporation duly organized and existing under the laws of the State of Illinois, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be a voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal the day and year last above written.

My Commission Expires:

05/26/2020

Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public





2925 Richmond Ave., Suite 1600
Houston, TX 77098
Phone: (713)961-1300 Fax: (713)961-0285

Texas Policyholder Notice

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call **RLI Insurance Company's** toll free telephone number for information or to make a complaint at (800)223-2293.

You may also write to **RLI Insurance Company** at:

2925 Richmond Ave., Suite 1600
Houston, TX 77098
FAX # (713)961-0285

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may also write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

Usted puede llamar al numero de telefono gratuito de **RLI Insurance Company** para obtener informacion o para presentar una queja al (800)223-2293.

Usted tambien puede escribir a **RLI Insurance Company**:

2925 Richmond Ave., Suite 1600
Houston, TX 77098
FAX # (713)961-0285

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos o quejas al 1-800-252-3439.

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con reclamacion, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU POLIZA:

Este aviso es solamente para propositos informativos y no se convierte en parte o en condicion del documento adjunto.



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 22nd day of October, 2018, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, *Todd K. Richards*, has devoted 34 years and 1 month of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, *Todd K. Richards*, has dedicated his talents and pledged his services as a Corrections Officer in the Jefferson County Correctional Facility from 1984-1985; and

WHEREAS, *Todd K. Richards*, has pledged his services as a Peace Officer, Sergeant, Lieutenant and Captain, making an outstanding contribution to law enforcement and the quality of criminal justice in Jefferson County; a Peace Officer in the Patrol Unit, Sergeant in Narcotics, Lieutenant in Criminal Investigations Division and Captain in The Marine Unit; along with serving on The Task Force and the DEA Task force from 1986 - 2018,

WHEREAS, through hard work and commitment to excellence, ***Todd K. Richards***, has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***Todd K. Richards***, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***Todd K. Richards***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 22nd day of October, 2018.

JUDGE JEFF R. BRANICK
County Judge



COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

ABSENT

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, October 22, 2018

There being no further business to come before the Court at this time,
same is now here adjourned on this date, October 22, 2018