

**SPECIAL, 4/1/2019 1:30:00 PM**

BE IT REMEMBERED that on April 01, 2019, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3 (ABSENT)

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

Honorable Zena Stephens, Sheriff (ABSENT)

CHIEF DEPUTY PORTER

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*April 01, 2019*

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
April 01, 2019**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **01st** day of **April 2019** 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.- To discuss status of state enabling legislation relating to regulation of stray animals in the unincorporated areas of a county.

**INVOCATION: Brent A. Weaver, Commissioner, Precinct Two**

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

## **PURCHASING:**

1. Receive and file bid for (IFB 19-013/YS), Term Contract for Armored Car Service for Jefferson County.

**SEE ATTACHMENTS ON PAGES 7 - 52**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

2. Consider and approve award, execute, receive and file an Acceptance of Offer for (IFB 19-013/YS), Term Contract for Armored Car Service for Jefferson County with Rochester Armored Car Co., Inc. as shown on Attachment A.

**SEE ATTACHMENTS ON PAGES 53 - 56**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

3. Consider and approve a contract renewal for (RFP 17-048/YS), Automated Teller Machines (ATM) Installation and Operation for Jefferson County for a first one (1) year renewal with Citywide ATM from April 4, 2019 to April 3, 2020.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*April 01, 2019*

4. Consider and approve, execute, receive and file Change Order No. 1 for (IFB 19-003/JW) Demolition of Hangar No. 3 at Jack Brooks Regional Airport with Grant Mackay Company, Inc., in the amount of \$1,725.00 for additional asbestos abatement for approximately 1,132 square feet of mastic and flooring; bringing the contract total from \$28,604.00 up to \$30,329.79.

**SEE ATTACHMENTS ON PAGES 57 - 57**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **ADDENDUMS**

5. Consider and approve, execute, receive and file a contract renewal for (IFB 17-006/YS), Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County for a second one (1) year renewal with Target Specialty Products from April 1, 2019 to March 31, 2020 with price increases for item 1 from \$26.48/gallon to \$26.73/gallon, item 3 from \$11.24/gallon to \$11.74/gallon, and item 9 from \$90.00/gallon to \$92.00/gallon. Price increasing is due to manufacturer price increases.

**SEE ATTACHMENTS ON PAGES 58 - 59**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **COUNTY AUDITOR:**

6. Regular County Bills - check #457401 through checks #457654.

**SEE ATTACHMENTS ON PAGES 60 - 70**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**



## **COUNTY COMMISSIONERS:**

7. Consider and possibly approve a Proclamation for Sexual Assault Awareness Month.

**SEE ATTACHMENTS ON PAGES 71 - 71**

**Action: TABLED**

8. Consider, possibly approve and authorize the County Judge to execute Texas General Land Office Application for State Land Use Lease-Surface Lease (SL)-Coastal for the construction of the siphon at the J.D. Murphree WMA.

**SEE ATTACHMENTS ON PAGES 72 - 77**

**Action: TABLED**

9. Consider, possibly approve and authorize the County Judge to execute Texas General Land Office Application for State Land Use Lease-Surface Lease (SL)-Coastal to accommodate the increase of the borrow site area for the dune restoration.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

10. Consider and possibly approve a Proclamation for Global Youth Services Day.

**SEE ATTACHMENTS ON PAGES 78 - 78**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

11. Consider, possibly approve and authorize the County Judge to execute the North American Wetlands Conservation Act Grant Partner Agreement. US-TX-36-12 for the Upper Salt Bayou siphon at J.D. Murphree WMA for the use of NAWCA funds awarded to Ducks Unlimited.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*April 01, 2019*

12. Consider and possibly approve a Proclamation for National Child Abuse Prevention Month.

**SEE ATTACHMENTS ON PAGES 79 - 79**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

13. Consider, possibly approve, authorize the County Judge to execute, receive and file Letter of Agreement between Jefferson County Drainage District 6, Jefferson County and Gary and Jane Marino for a drainage and utility easement to improve drainage.

**SEE ATTACHMENTS ON PAGES 80 - 83**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

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



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

## LEGAL NOTICE Advertisement for Invitation for Bids

February 19, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-013/YS, Term Contract for Armored Car Service for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

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

**BID NAME:** Term Contract for Armored Car Service for Jefferson County  
**BID NO:** IFB 19-013/YS  
**DUE DATE/TIME:** 11:00 AM CT, Tuesday, March 26, 2019  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

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

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

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

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – February 20, 2019 & February 27, 2019

**IFB 19-013/YS**  
**Term Contract for Armored Car Service for Jefferson County**  
**Bids due: 11:00 AM CT, Tuesday, March 26, 2019**

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**Bid Submissions:**

**Bidder is responsible for submitting:**

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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

**<https://www.co.jefferson.tx.us/Purchasing/>**

## Instructions to Bidders

### 1. Bid Submission

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

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

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

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

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

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

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

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

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

### 3. Courthouse Security

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

### 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

### 5. Signatures

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

## 6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

## 7. **Rejection or Withdrawal**

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

## 8. **Emergency/Declared Disaster Requirements**

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

## 9. **Award**

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

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting

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

#### **10. Contract**

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

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

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

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

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

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

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

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

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

#### **15. Specifications**

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

#### **16. Delivery**

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

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

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

**18. Currency**

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

**19. Pricing**

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

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

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

**21. Certification**

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

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

**22. Definitions**

"County" – Jefferson County, Texas.

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

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

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



## General Conditions of Bidding and Terms of Contract

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.20 Confidential/Proprietary Information**

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

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

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

## **2. Performance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **4. Contract**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **N. SEAL, LOGO AND FLAGS**

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

#### **O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

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

#### **P. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

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

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

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

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

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

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

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

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

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

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

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

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.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

**FORM 1295 Exemptions:** What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

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

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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)**

### 4. Multiple Vendor Award

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

### 5. Delivery

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

### 6. Payment

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

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

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

### 7. Usage Reports

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

### 8. Insurance

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

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

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

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

**Minimum Insurance Requirements:**

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

**Excess Liability** \$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation** Statutory Coverage (See Section 9 Below)

**Additional Insurance Requirements:**

The Contract shall, at all times during the term of this contract, maintain "**All-Risk Cargo**" insurance coverage; to include the additional insurance coverages of "**Transit Coverage**" and "**Professional Liability/Errors Omissions**" coverages as described below.

**Transit Coverage to include:**

- Customer's Good Coverage – Including Cash, Checks, & Money Orders  
Care, Custody, & Control Property Damage Coverage

**Professional Liability/Errors & Omissions Coverage to include:**

- \$1,000,000 Limit, Including Coverage for Resulting Financial Loss

**Employee Dishonesty:** Combined Single Limit of \$1,000,000.00

**Property Damage Coverage:** Coverage for damage to property while in the care, custody, or control of the armored car services company.

**Theft Coverage:** Property Damage coverage shall include theft of client's property by third parties and/or guard company employees.

**Vicarious Liability:** Coverage for intentional/criminal acts including, but not limited to assault & battery, for which the insured is held vicariously liable.

Successful bidder shall assume entire liability for any loss of any shipment (shipment is defined as, delivery of bags per signed receipt) up to \$100,000.00 cash and up to \$100,000.00 check reconstruction costs, including but not limited to, County and taxpayer/vendor bank charges, loss of interest earnings, and staff and office charges incurred due to loss.

## **9. Workers' Compensation Insurance**

### **9.1 Definitions:**

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

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

**9.1.3 Persons providing services on the project ("subcontractor") in article 406.096** -- Includes all persons or entities performing all or part of the services under the contractor

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

- 9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.
- 9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

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

## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-013/YS.

### Scope

Vendor shall provide Armored Car Services for Jefferson County subject to the terms and conditions stated herein for an initial period of one (1) year beginning on or about Date of Award, with an option to renew for an additional four (4) years.

#### 1. Renewal Option

Jefferson County may consider a renewal option for four (4) additional years based upon the same terms and conditions as the original year. Renewal is subject to approval by Jefferson County Commissioners' Court each period. Once renewal option is exhausted, the contract must be rebid.

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

#### 2. Uniforms and Employee Identification Badges

As identification for admittance into buildings, Contractor shall require that all its employees wear the company uniform and an employee identification badge.

#### 3. Contract

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

#### 4. Insurance

See Pages 17-20, Special Requirements/Instructions for insurance requirements.

#### 5. Overnight Vault Service

The Contractor shall provide overnight vault services, or adequate security measures, including coverage, for all bank bags held in their possession overnight.

#### 6. Specifications

Successful bidder shall contract to call for sealed shipments containing moneys, checks, and/or securities, to receipt therefore, and to deliver same in like condition to bank listed below. Bank bags shall be returned to the County after consignee releases the bags.

Office hours for service are five (5) days per week, except County holidays, between the hours of 8:00 a.m. and 5:00 p.m.

All deliveries must be made to the Cash Vault no later than 3:30 CST for same day credit.



**County Holidays – 2019:**

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

**Delays:** The successful Contractor shall not be held liable for delays or nonperformance due to the fault of the County. However, the Contractor shall be totally responsible for the safety and security of the County's sealed deposits in the Contractor's possession. The Contractor shall be required to contact the Jefferson County Treasurer in the event of a delay and shall arrange an alternative pickup time that is mutually agreed upon. Pickups suspended because of an Act of Nature, including flooding or weather related situations shall not be invoiced to the County. The Contractor is not required to attempt pickup on days the County closes as announced on radio or television due to incremental weather.

**Lost or Damaged Deposits:** In the event of sealed deposit loss or damage, within twenty-four (24) hours of the loss or damage, the Contractor shall submit written reports to the County stating the type and amount of loss. Salvage, reclamation, and/or reconstruction shall begin as soon as possible following the loss or damage. All costs related to the loss or damage to the deposits in the care, custody, and control of the Contractor shall remain the sole responsibility of the Contractor. The County will assist in the proper identification of any such sealed deposits lost or damaged and will make every effort to minimize costs and or further loss or damage. However, the County's help to minimize costs does not, in any way, relieve the Respondent's liability of any loss or costs arising from the incident.

**Points for pick-up and banks designated as our consignees are as follows:**

**ITEM # 1: Five (5) Days Per Week**

Pick-up from: **Treasurer, Community Supervision, and Tax Office** – Beaumont and delivery to designated consignee.

Location	Consignee	Pick-up Time
1. Jefferson County Treasurer's Office Courthouse, 1149 Pearl Street, Beaumont, TX 77701 a. Tax Office Funds b. Other County Funds c. County & District Clerk Trust Funds	<b>Wells Fargo Bank</b> (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	<b>11:00 am– 2:30 pm</b>  Note: Office is Closed from 12:00 pm – 1:00pm.
2. Jefferson County Community Supervision 820 Neches Street, Beaumont, TX 77701	<b>Wells Fargo Bank</b> (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	<b>11:00 am– 2:30 pm</b>  Note: Office is Closed from 12:00 pm – 1:00pm.

**ITEM # 2: Five (5) Days Per Week (South Jefferson County)**

Pick-up from: **Community Supervision**, 246 Dallas Avenue; **Juvenile Probation**, 900 Fourth Street; **Juvenile Probation**, 5326 Hwy 69 S., Beaumont; **Port Arthur Tax Offices**; **Justice of the Peace and Constable Offices**; **County Clerk**; Sub-Courthouse, Port Arthur; **Jefferson County Airport**; **Tax Office**; and **Justice of the Peace #7**, Mid-County

Location	Consignee	Pick-up Time
1. Jefferson County Community Supervision 246 Dallas Avenue, Port Arthur	<b>Wells Fargo Bank</b> (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am
2. Jefferson County Tax Office, Justice of the Peace and Constable Offices, Sub-Courthouse, County Clerk, Port Arthur	<b>Wells Fargo Bank</b> (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am
3. Jefferson County Airport, Tax Office and Justice of the Peace Pct. #7, Mid County	<b>Wells Fargo Bank</b> (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am
4. Jefferson County Juvenile Probation, 900 Fourth Street, Port Arthur	<b>Wells Fargo Bank</b> (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am
5. Minnie Rogers Juvenile Justice Center, 5326 Hwy 69 S, Beaumont, TX	<b>Wells Fargo Bank</b> (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00am – 11:00 am

**Points for pick-up and banks designated as our consignees are as follows:**

**ITEM # 3: Two (2) Days Per Week:**

Pick-up from: The offices of **Pct. 4 Constable** and **Justice of the Peace**, 19217 Hwy. 365, Beaumont, TX 77705 to the bank vault.

<b>Location</b>	<b>Consignee</b>	<b>Pick-up Time</b>
1. Precinct 4 Constable Office 19217 Hwy. 365, Beaumont, TX 77705	<b>Wells Fargo Bank</b> (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am
2. Precinct 4 Justice of the Peace 19217 Hwy. 365, Beaumont, TX 77705	<b>Wells Fargo Bank</b> (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am

**ITEM # 4: Seven (7) Days Per Week:**

Pick-up from: The Jefferson County Correctional Facility (Release), 5030 Highway 69 South, Beaumont TX, 77705 to the bank vault.

<b>Location</b>	<b>Consignee</b>	<b>Pick-up Time</b>
1. Jefferson County Correctional Facility 5030 Highway 69 South, Beaumont TX, 77705	<b>Wells Fargo Bank</b> (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	To be determined at time of award.

**Note: All deliveries must be made to the Cash Vault no later than 3:30 p.m. CST for same day credit.**

**Questions related to this specification may be directed to:**

Hon. Charlie Hallmark, County Treasurer  
(409) 835-8509 phone

## Bidder Information Form

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

**Bid Name & Number:** Term Contract for Armored Car Service for Jefferson County, IFB 19-013/YS

**Bidder's Company/Business Name:** Rochester Armored Car Co., Inc.

**Bidder's TAX ID Number:** 47-0447153

**Contact Person:** William P. (Bill) Shea **Title:** VP Strategic Accounts

**Phone Number (with area code):** 402-558-9323 ext.: 238 or (800) 558-9323 ext: 238

**Alternate Phone Number if available (with area code):** 402-510-2934

**Fax Number (with area code):** 402-558-9326

**Email Address:** wpshea@rocarmco.com

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

3937 Leavenworth Street

Address

Omaha, NE 68105

City, State, Zip Code



**ROCHESTER  
ARMORED CAR**  
DELIVERING MORE THAN YOU EXPECT

**WILLIAM P SHEA**

VICE PRESIDENT STRATEGIC ACCOUNTS

3937 Leavenworth  
P O Box 8  
Omaha, NE 68101  
wpshea@rocarmco.com

TEL: (800) 558 9323  
CELL: (402) 510 2934  
DIRECT: (402) 952 4088

Please Visit Our Website At:  
[www.RochesterArmoredCar.com](http://www.RochesterArmoredCar.com)

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): \_\_\_\_\_.

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

**Rochester Armored Car Co., Inc.**

Company Name

**3937 Leavenworth Street**

Address

**Omaha, NE 68105**

City

State

Zip



Signature of Person Authorized to Sign

**William P. (Bill) Shea**

Printed Name

**Vice President Strategic Accounts**

Title:

For clarification of this offer, contact:

**William P. Shea**

Name

**402-558-9323**

Phone

**402-558-9326**

Fax

**wpshea@rocarmco.com**

E-mail

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

## Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 19-013/YS, Term Contract for Armored Car Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

---

Jeff R. Branick  
County Judge

---

Date

**Attest:**

---

Carolyn L. Guidry  
County Clerk

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

## Bid Form

Item	Description	Lump Sum per month (2019-2020)	Lump Sum per month (2020-2021) Renewal Year 1	Lump Sum per month (2021-2022) Renewal Year 2	Lump Sum per month (2022-2023) Renewal Year 3	Lump Sum per month (2023-2024) Renewal Year 4
1.	<b><u>(5) Days Per Week:</u></b> Pick-up from: Treasurer, Community Supervision, and Tax Office – Beaumont and delivery to designated consignee	<b><u>\$ 1,068.42</u></b>	<b><u>\$ 1,121.84</u></b>	<b><u>\$ 1,177.93</u></b>	<b><u>\$ 1,236.83</u></b>	<b><u>\$1,298.67</u></b>
2.	<b><u>(5) Days Per Week:</u></b> Pick-up from: Community Supervision 246 Dallas Avenue Port Arthur, TX 77640 Juvenile Probation 900 Fourth Street Port Arthur, TX 77640 Juvenile Probation 5326 Hwy 69 S. Beaumont, TX 77705 Port Arthur Tax Offices; Justice of the Peace and Constable Offices; County Clerk; Sub-Courthouse, Port Arthur Jefferson County Airport; Tax Office; and Justice of the Peace #7, Mid-County	<b><u>\$ 3,561.40</u></b>	<b><u>\$ 3,739.47</u></b>	<b><u>\$ 3,926.44</u></b>	<b><u>\$ 4,122.76</u></b>	<b><u>\$ 4,328.90</u></b>
3.	<b><u>(2) Days Per Week:</u></b> Pick-up from: The offices of Pct. 4 Constable and Justice of the Peace, 19217 Hwy. 365, Beaumont, TX 77705 to the bank vault.	<b><u>\$ 284.91</u></b>	<b><u>\$ 299.16</u></b>	<b><u>\$ 314.11</u></b>	<b><u>\$ 329.82</u></b>	<b><u>\$ 346.31</u></b>
4.	<b><u>(7) Days Per Week</u></b> Pick- up from: Jefferson County Correctional Facility (Release), 5030 Highway 69 South, Beaumont TX, 77705 to the bank vault.	<b><u>\$ 576.64</u></b>	<b><u>\$ 605.47</u></b>	<b><u>\$ 635.75</u></b>	<b><u>\$ 667.53</u></b>	<b><u>\$ 700.91</u></b>

**Note: All deliveries must be made to the Cash Vault no later than 3:30 p.m. CST for same day credit.**

**Acknowledgment of Addenda (if any):**

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

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

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

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



## Vendor References

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

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

### REFERENCE ONE

Government/Company Name: City of Omaha

Address: 1819 Farnam Street, Omaha, NE 68183

Contact Person and Title: Donna Waller / Internal Auditor

Phone: 402-444-5472 Fax: \_\_\_\_\_

Email Address: donnawaller@ci.omaha.ne Contract Period: 3 years + 2 extensions

Scope of Work: Armored Car Service

### REFERENCE TWO

Government/Company Name: Potter County

Address: 900 South Polk, Amarillo, TX 79101

Contact Person and Title: Debby Moler / Assistant Purchasing Agent

Phone: 806-349-4816 Fax: \_\_\_\_\_

Email Address: debbymoler@co.potter.tx.us Contract Period: 5 years

Scope of Work: Armored Car Service

### REFERENCE THREE

Government/Company Name: City of College Station

Address: 1101 Texas Avenue, College Station, TX 77840

Contact Person and Title: Lisa Davis / Purchasing Agent

Phone: 979-764-3559 Fax: 979-764-3571

Email Address: ldavis@cstx.gov Contract Period: 1 year

Scope of Work: Armored Car Service

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

## Signature Page

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

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

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

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

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

**Rochester Armored Car Co., Inc.**

Bidder (Entity Name)

**3937 Leavenworth Street**

Street & Mailing Address

**Omaha, NE 68105**

City, State & Zip

**800-558-9323**

**ext.: 238**

Telephone Number

**wpshea@rocarmco.com**

E-mail Address



Signature

**William P. (Bill) Shea**

Print Name

**3/22/2019**

Date Signed

**402-558-9326**

Fax Number

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

## Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<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>	<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; margin-top: 20px;">N/A</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-top: 10px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-top: 10px;">N/A</p> <hr style="width: 50%; margin: 0 auto;"/> <p style="text-align: center; font-size: small;">Name of Officer</p> <p style="margin-top: 20px;">This section (Item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p><b>4</b></p> <p style="text-align: center; margin-top: 10px;">             Signature of vendor doing business with the governmental entity         </p> </div> <div style="width: 45%; text-align: right;"> <p style="margin-top: 10px;">             Date         </p> </div> </div>		

Adopted 8/7/2015

Figure 1

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

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
1	<b>Name of Local Government Officer</b>  <div style="text-align: center;">N/A</div>	<div style="border: 1px solid black; height: 100px; margin-top: 10px;">Date Received</div>
2	<b>Office Held</b>  <div style="text-align: center;">N/A</div>	
3	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>  <div style="text-align: center;">N/A</div>	
4	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>  <div style="height: 40px;"></div>	
5	<b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>  <div style="margin-bottom: 10px;"> Date Gift Accepted _____ Description of Gift _____ </div> <div style="margin-bottom: 10px;"> Date Gift Accepted _____ Description of Gift _____ </div> <div style="margin-bottom: 10px;"> Date Gift Accepted _____ Description of Gift _____ </div> <div style="text-align: center; margin-top: 10px;">(attach additional forms as necessary)</div>	
6	<b>AFFIDAVIT</b>  <div style="text-align: center; margin-top: 20px;"> _____  Signature of Local Government Officer </div> <div style="margin-top: 20px;"> AFFIX NOTARY STAMP / SEAL ABOVE   Sworn to and subscribed before me, by the said _____, this the _____ day  of _____, 20 _____, to certify which, witness my hand and seal of office.   <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____ Signature of officer administering oath</div> <div>_____ Printed name of officer administering oath</div> <div>_____ Title of officer administering oath</div> </div> </div>	

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

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

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

☐ Yes ☒ No

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

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

- |                           |                          |   |
|---------------------------|--------------------------|---|
| <input type="radio"/> Yes | <input type="radio"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?  |
| <input type="radio"/> Yes | <input type="radio"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?  |
| <input type="radio"/> Yes | <input type="radio"/> No | 3. <b>Provide</b> HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)? |
| <input type="radio"/> Yes | <input type="radio"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?  |
| <input type="radio"/> Yes | <input type="radio"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?   |
| <input type="radio"/> Yes | <input type="radio"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>  |

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

Bill Shea  
Printed Name of Authorized Representative

Bill Shea  
Signature

VP Strategic Accounts  
Title

3/22/2019  
Date

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



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

PAGE 1 OF 4

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

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

☐ Yes ☒ No

Prime Contractor: \_\_\_\_\_

HUB: ☐ Yes ☐ No

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

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

Street City State Zip

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

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

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

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

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

**FOR HUB OFFICE USE ONLY:**

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

## PART I. HUB SUCONTRACTOR DISCLOSURE

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

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

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

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

Street	City	State	Zip

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

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

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

Description of Subcontract Work to be Performed:

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

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

PAGE 2 OF 4

## HUB SUBCONTRACTOR DISCLOSURE

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

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

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

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

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

Street City State Zip

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

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

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

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

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

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

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

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

Street	City	State	Zip
_____	_____	_____	_____

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

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

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

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

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

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



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

PAGE 3 OF 4

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

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

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

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

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

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

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

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

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

Street	City	State	Zip

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

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

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

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

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

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

Street	City	State	Zip

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

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

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

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

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

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

PAGE 4 OF 4

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

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

Street	City	State	Zip

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

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

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

Description of Subcontract Work to be Performed:

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

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

Street	City	State	Zip

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

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

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

Description of Subcontract Work to be Performed:

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

Name (print or type): Bill Shen

Title: VP Strategic Accounts

Signature: *B. 4*

Date: 3/22/2019

E-mail address: wpshca@locarm.co.com

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

Name (print or type): Pattie Bass

Title: Billions Clerk

Date: 3/22/2015

E-mail address: pbuss@rolarm.co.uk

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

## Residence Certification/Tax Form

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

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

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

☒ I certify that Rochester Armored Car Co., Inc. [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_  
Iowa (city and state).

Taxpayer Identification Number (T.I.N.):	47-0447153
Company Name submitting bid/proposal:	Rochester Armored Car Co., Inc.
Mailing address:	P.O. Box 8, DTS, Omaha, NE 68101
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

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

## House Bill 89 Verification

I, William P. (Bill) Shea, the undersigned representative of (company or business name) Rochester Armored Car Co., Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

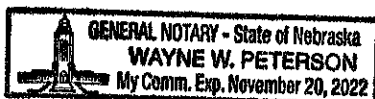
W. P. Shea  
Signature of Company Representative

3/22/2019  
Date

On this 22 day of MARCH, 2019, personally appeared

William P. (Bill) Shea, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal



Wayne W. Peterson  
Notary Signature

3/22/2019  
Date

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

## Senate Bill 252 Certification

---

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Rochester Armored Car Co., Inc.  
Company Name

19-013/YS  
IFB/RFP/RFQ number

Certification check performed by:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

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

## Bid Affidavit

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

STATE OF NEBRASKA COUNTY OF DOUGLAS

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

on this day personally appeared WILLIAM P. (BILL) SHEA, who  
(name)

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

"I, William P. (Bill) Shea am a duly authorized officer  
of/agent (name)

for Rochester Armored Car Co., Inc. and have been duly authorized to  
execute the (name of firm)

foregoing on behalf of the said Rochester Armored Car  
(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: Rochester Armored Car Co., Inc.  
P.O. Box 8, DTS, Omaha, NE 68101 or 3937 Leavenworth Street, Omaha, NE 6105

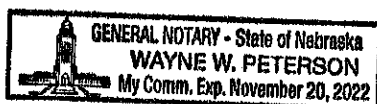
Fax: 402-558-9326 Telephone# 800-558-9323

by: William P. (Bill) Shea Title: Vice President Strategic Accounts  
(print name)

Signature: Bill Shea

SUBSCRIBED AND SWORN to before me by the above-named  
WILLIAM P. (BILL) SHEA on

this the 22 day of MARCH, 2019.



Wayne W. Peterson  
Notary Public in and for  
the State of NEBRASKA

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

BILL SHEA 2 LBS PAK 1 OF 1  
8005589323  
ROCHESTER ARMORED CAR  
3937 LEAVENWORTH ST  
OMAHA NE 68105  
DWT: 17.13.1

SHIP TO:


MS. DEBORAH L. CLARK  
4098358539  
JEFFERSON COUNTY PURCHASING DEPT  
1149 PEARL STREET  
BEAUMONT TX 77701

rec: 3/25/2019 10:24am UPSAUS



TX 777 0-01

UPS NEXT DAY AIR 1  
TRACKING #: 1Z 9A6 F46 01 9501 4139



BILLING: P/P

Bid Name:

Term Contract for Armored Car  
Service for Jefferson County

Bid No:

IFB 19-013/YS

Due Date /Time:

11:00am CT  
Tuesday, March 26, 2019

**Nebraska  
Chester Armored Car  
P.O. Box 8, DTS  
Omaha, NE 68101**

**Jefferson County**

**Purchasing Department**

**1149 Pearl Street, 1<sup>st</sup> Floor**

**Beaumont, TX 77701**

**Bid Name:**

**Term Contract for Armored Car  
Service for Jefferson County**

**Bid No:**

**IFB 19-013/YS**

**Due Date /Time:**

**11:00am CT**

**Tuesday, March 26, 2019**



# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): \_\_\_\_\_.

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

**Rochester Armored Car Co., Inc.**

Company Name

**3937 Leavenworth Street**

Address

**Omaha, NE 68105**

City

State

Zip



Signature of Person Authorized to Sign

**William P. (Bill) Shea**

Printed Name

**Vice President Strategic Accounts**

Title:

For clarification of this offer, contact:

**William P. Shea**

Name

**402-558-9323**

Phone

**402-558-9326**

Fax

**wpshea@rocarmco.com**

E-mail

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

## Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 19-013/YS, Term Contract for Armored Car Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

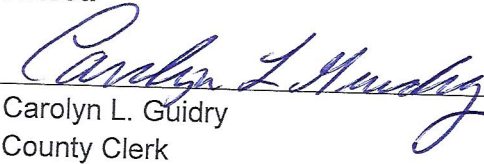
**Countersigned:**



Jeff R. Branick  
County Judge

April 1, 2019  
Date

**Attest:**



Carolyn L. Guidry  
County Clerk



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

## ATTACHMENT A

IFB 19-013/YS

Term Contract for Armored Car Service for Jefferson County

		Rochester Armored Car Co., Inc.				
Item	Description	Lump Sum per month (2019-2020)	Lump Sum per month (2020-2021) Renewal Year 1	Lump Sum per month (2021-2022) Renewal Year 2	Lump Sum per month (2022-2023) Renewal Year 3	Lump Sum per month (2023-2024) Renewal Year 4
1	<p><b><u>(5) Days Per Week:</u></b></p> <p>Pick-up from: Treasurer, Community Supervision, and Tax Office – Beaumont and delivery to designated consignee</p> <p><b><u>(5) Days Per Week:</u></b></p> <p>Pick-up from:</p> <p>Community Supervision 246 Dallas Avenue Port Arthur, TX 77640</p> <p>Juvenile Probation 900 Fourth Street Port Arthur, TX 77640</p>	\$1,068.42	\$1,121.84	\$1,177.93	\$1,236.83	\$1,298.67
2	<p>Juvenile Probation 5326 Hwy 69 S. Beaumont, TX 77705</p> <p>Port Arthur Tax Offices; Justice of the Peace and Constable Offices; County Clerk; Sub-Courthouse, Port Arthur</p> <p>Jefferson County Airport; Tax Office; and Justice of the Peace #7, Mid-County</p>	\$3,561.40	\$3,739.47	\$3,926.44	\$4,122.76	\$4,328.90
3	<p><b><u>(2) Days Per Week:</u></b></p> <p>Pick-up from: The offices of Pct. 4 Constable and Justice of the Peace, 19217 Hwy. 365, Beaumont, TX 77705 to the bank vault.</p>	\$284.91	\$299.16	\$314.11	\$329.82	\$346.31

4	<u><b>(7) Days Per Week</b></u>  Pick- up from: Jefferson County Correctional Facility (Release), 5030 Highway 69 South, Beaumont TX, 77705 to the bank vault.	<b>\$576.64</b>	<b>\$605.47</b>	<b>\$635.75</b>	<b>\$667.53</b>	<b>\$700.91</b>
---	---	-----------------	-----------------	-----------------	-----------------	-----------------

Rochester Armored Car Co., Inc.

3937 Leavenworth Street

Omaha NE 68105

attn: Mr. William P. Shea

[wpshea@rocarmco.com](mailto:wpshea@rocarmco.com)

ph: 800-558-9323

cell: 402-510-2934

direct: 402-952-4088

CHANGE ORDER

(Instructions on reverse side)

No. 1

PROJECT Jack Brooks Reg Airport Hanger 3 Demo Project  
DATE OF ISSUANCE 27-Mar-19 EFFECTIVE DATE 27-Mar-19  
OWNER Jefferson County, Jack Brooks Regional Airport  
OWNER's Contract No. IFB19-003/JW  
CONTRACTOR Grant Mackay Company, Inc. ENGINEER Fittz & Shipman, Inc.

Reason for Change Order: A. Additional asbestos-containing floor tile found after removal of office buildout in SW corner of hanger.  
Asbestos material must be removed prior to demolition of hanger

You are directed to make the following changes in the Contract Documents.

Description: A. abate and remove 1132 sq. ft. of additional asbestos-containing floor tile and mastic per contract specifications

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price <u>\$28,604.79</u> (Base Bid)	Original Contract Times <u>30 days from NTP</u> Substantial Completion: <u>no change</u> Ready for final payment: <u>no change</u> days or dates
Net changes from previous Change Orders No. <u>0</u> to No. <u>0</u> <u>\$0.00</u>	Net changes from previous Change Orders No. <u>0</u> to No. <u>0</u> <u>0</u> days
Contract Price prior to this Change Order <u>\$ 28,604.79</u>	Contract Times prior to this Change Order Substantial Completion: _____ Ready for final payment: _____ days or dates
Net Increase (decrease) of this Change Order <u>\$1,725.00</u>	Net Increase (decrease) of this Change Order <u>0</u> days
Contract Price with all approved Change Orders <u>\$ 30,329.79</u>	Contract Times with all approved Change Orders Substantial Completion: <u>0</u> Ready for final payment: <u>30 days from NTP</u> days or dates

RECOMMENDED: Fittz & Shipman, Inc.

By: [Signature]  
Engineer (Authorized Signature)

Date: 3/27/19

APPROVED: Jefferson County, Texas

By: [Signature]  
Owner (Authorized Signature)

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

ACCEPTED: Grant Mackay Company, Inc.

By: [Signature]  
Contractor (Authorized Signature)

Date: 3/29/19

EJCDC No. 1910-8-B

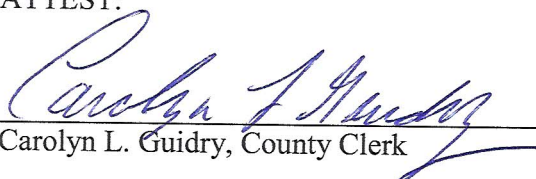
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America.

**CONTRACT RENEWAL FOR IFB 17-006/YS  
TERM CONTRACT FOR INSECTICIDES, HERBICIDES, SPRAY  
ADJUVANTS, AND ADULTICIDES FOR JEFFERSON COUNTY  
MOSQUITO CONTROL DISTRICT**

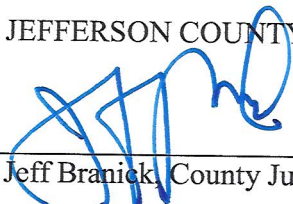
The County entered into a contract with Target Specialty Products for one (1) year, from April 3, 2017 to April 2, 2018, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from April 1, 2019 to March 31, 2020.

ATTEST:


  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
Target Specialty Products

  
(Name)

Mike Nichols, Vector Business Manager



March 28, 2019

Deborah L. Clark  
Purchasing Agent  
Jefferson County  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

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

Ms. Clark,

Regarding IFB 17-006/YS, Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District, Target Specialty Products is willing to renew the bid for one additional year. However, Target did experience a small price increase on all three of the awarded items, and per the General Conditions of bidding, clause 4.4 "Price Re-determination", I am hereby requesting an equivalent increase in the awarded amount to Target for the renewed term of the contract on these two items. Below are the details:

**Item 1** (MSMA Herbicide – 2.5 gallon containers), Over the last 12 months, Target experienced a \$0.25 per gallon increase (0.9%). Target hereby requests that the contract amount be increased equivocally to reflect this direct increase in cost of goods. This would increase the contract from its current amount of \$26.48 per gallon to the new amount of \$26.73 per gallon. Documentation from the product manufacturer regarding this increase can be provided upon request.

**Item 3** (Roundup Herbicide or Equivalent – 2.5 gallon containers), Over the last 12 months, Target experienced a \$0.50 per gallon increase (4.45%). Target hereby requests that the contract amount be increased equivocally to reflect this direct increase in cost of goods. This would increase the contract from its current amount of \$11.24 per gallon to the new amount of \$11.74 per gallon. Documentation from the product manufacturer regarding this increase can be provided upon request.

**Item 9** (Envion 30-30 Insecticide – 2.5 gallon containers), Over the last 12 months, Target experienced a \$2.00 per gallon increase (2.22%). Target hereby requests that the contract amount be increased equivocally to reflect this direct increase in cost of goods. This would increase the contract from its current amount of \$90.00 per gallon to the new amount of \$92.00 per gallon. Documentation from the product manufacturer regarding this increase can be provided upon request.

If you have any questions regarding this matter, you can reach me through Target's Houston office at (713) 682-4411, or on my mobile phone at (713) 249-2075.

Best Regards,




Mike Nichols  
Vector Business Manager



JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

ATTEST:



Carolyn L. Guidry, County Clerk

PGM: GMCOMMV2	DATE 04-01-2019	PAGE: 1 60
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
DAWN DONUTS	45.50	457612
ROAD & BRIDGE PCT.#1		45.50**
SPIDLE & SPIDLE	3,272.15	457404
M&D SUPPLY	43.15	457447
AT&T	67.20	457471
SUPERIOR SUPPLY & STEEL	168.21	457506
ADVANCE AUTO PARTS	98.13	457590
GULF COAST	528.20	457624
FUNCTION 4 LLC	19.41	457628
ROAD & BRIDGE PCT.#2		4,196.45**
SPIDLE & SPIDLE	3,466.05	457404
CASH ADVANCE ACCOUNT	335.28	457440
MUNRO'S	40.00	457452
TAC - TEXAS ASSN. OF COUNTIES	230.00	457477
BUMPER TO BUMPER	504.06	457551
SHERWIN-WILLIAMS	3.99	457565
GULF COAST	427.04	457624
FUNCTION 4 LLC	24.96	457628
ROAD & BRIDGE PCT. # 3		5,023.40**
A&A EQUIPMENT	42.40	457402
SPIDLE & SPIDLE	4,505.87	457404
BEAUMONT TRACTOR COMPANY	87.86	457413
CERTIFIED LABORATORIES	243.85	457416
DRAGO HARDWARE CO.	14.64	457426
BEAUMONT ENTERPRISE	159.90	457428
LOUIS' YAZOO SALES & SERVICE, LLC	687.45	457446
MUNRO'S	61.30	457452
S.E. TEXAS BUILDING SERVICE	43.33	457470
TIME WARNER COMMUNICATIONS	111.45	457478
HOWARD'S AUTO SUPPLY	252.16	457501
WESTEND HARDWARD CO	120.34	457532
LOWE'S HOME CENTERS, INC.	270.58	457536
RURAL PIPE & SUPPLY CO	3,161.40	457556
NORTHERN TOOL AND EQUIPMENT	114.98	457579
BK INDUSTRIAL SOLUTIONS LLC	100.20	457605
FELIX AAA AUTO & TRUCK PARTS LLC	797.40	457610
SMITTY'S HAMSHIRE GULF	91.00	457621
FUNCTION 4 LLC	38.82	457628
O'REILLY AUTO PARTS	163.56	457650
ROAD & BRIDGE PCT.#4		11,068.49**
A&A EQUIPMENT	145.00	457402
BEAUMONT TRACTOR COMPANY	44.96	457413
CITY OF BEAUMONT - WATER DEPT.	19.60	457417
HARTMANN BLDG. SPECIALITIES	210.48	457435
M&D SUPPLY	266.58	457447
MUNRO'S	142.46	457452
SANITARY SUPPLY, INC.	706.12	457466
SMART'S TRUCK & TRAILER, INC.	164.49	457469
W. JEFFERSON COUNTY M.W.D.	430.23	457493
UNITED STATES POSTAL SERVICE	8.80	457527
J&E WELDING INC	1,699.00	457582
ON TIME TIRE	445.00	457584
SOUTHEAST TEXAS PARTS AND EQUIPMENT	28.53	457599
GCR TIRES & SERVICE	868.00	457603
FUNCTION 4 LLC	63.73	457628
O'REILLY AUTO PARTS	38.98	457650
RUSH TRUCK CENTERS	295.00	457652
WC TRACTOR - BEAUMONT	54.00	457653
ENGINEERING FUND		5,630.96**
FUNCTION 4 LLC	127.84	457628
PARKS & RECREATION		127.84**



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NAME	AMOUNT	CHECK NO. TOTAL
M&D SUPPLY	201.99	457447
WESTEND HARDWARD CO	40.20	457532
ADVANCE AUTO PARTS	44.19	457590
SPRINT WASTE SERVICES LP	460.80	457601
ALL TERRAIN EQUIPMENT CO	264.43	457637
		1,011.61**
GENERAL FUND		
JEFFERSON CTY. CLERK	1,114.30	457403
		1,114.30*
TAX OFFICE		
OFFICE DEPOT	330.70	457457
ACE IMAGEWEAR	23.55	457468
CDW COMPUTER CENTERS, INC.	134.13	457502
UNITED STATES POSTAL SERVICE	798.58	457527
ROCHESTER ARMORED CAR CO INC	378.40	457574
COASTAL BUSINESS FORMS	838.30	457591
FUNCTION 4 LLC	102.60	457628
		2,606.26*
COUNTY HUMAN RESOURCES		
PRE CHECK, INC.	238.50	457507
UNITED STATES POSTAL SERVICE	1.24	457527
SIERRA SPRING WATER CO. - BT	44.46	457529
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	295.00	457617
FUNCTION 4 LLC	19.41	457628
		598.61*
AUDITOR'S OFFICE		
PATRICK SWAIN	606.21	457473
UNITED STATES POSTAL SERVICE	180.99	457527
TJJD	75.00	457581
FUNCTION 4 LLC	19.41	457628
		881.61*
COUNTY CLERK		
UNITED STATES POSTAL SERVICE	235.71	457527
FUNCTION 4 LLC	291.99	457628
		527.70*
COUNTY JUDGE		
UNITED STATES POSTAL SERVICE	.82	457527
ROCKY LAWDERMILK	2,100.00	457538
FRED JACKSON	97.44	457562
GRACE NICHOLS	400.00	457563
RICHARD N EVANS II	500.00	457564
HARVEY L WARREN III	1,200.00	457568
MOORE LANDREY LLP	500.00	457573
DUNHAM HALLMARK PLLC	500.00	457577
WILLIAM FORD DISHMAN	500.00	457597
JAN GIROUARD & ASSOCIATES LLC	200.00	457615
FUNCTION 4 LLC	19.41	457628
THE MAYO LAW FIRM PLLC	500.00	457630
		6,517.67*
RISK MANAGEMENT		
FED EX	97.22	457429
UNITED STATES POSTAL SERVICE	15.62	457527
FUNCTION 4 LLC	19.41	457628
		132.25*
COUNTY TREASURER		
OFFICE DEPOT	57.85	457457
UNITED STATES POSTAL SERVICE	295.80	457527
AUTOMATED BUSINESS SYSTEMS	222.00	457555
FUNCTION 4 LLC	92.04	457628
		667.69*
PRINTING DEPARTMENT		
OLMSTED-KIRK PAPER	653.71	457458

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NAME	AMOUNT	CHECK NO. TOTAL
CIT TECHNOLOGY FINANCING SERVICE	499.00	457561
FUNCTION 4 LLC	333.16	457628
PURCHASING DEPARTMENT		1,485.87*
OFFICE DEPOT	304.96	457457
UNITED STATES POSTAL SERVICE	41.06	457527
FUNCTION 4 LLC	19.41	457628
GENERAL SERVICES		365.43*
CASH ADVANCE ACCOUNT	55.00	457440
SPINDLETOP MHMR	33,650.58	457445
OLMSTED-KIRK PAPER	1,902.00	457458
TIME WARNER COMMUNICATIONS	285.81	457480
ADVANCED STAFFING	97.50	457499
MCGRIFF, SEIBELS & WILLIAMS OF TX	6,372.00	457543
CROWN CASTLE INTERNATIONAL	1,544.91	457547
ROCHESTER ARMORED CAR CO INC	4,005.34	457574
DATA PROCESSING		47,913.14*
OFFICE DEPOT	171.10	457457
VERIZON WIRELESS	75.98	457525
FUNCTION 4 LLC	19.41	457628
VOTERS REGISTRATION DEPT		266.49*
UNITED STATES POSTAL SERVICE	188.37	457527
US POSTAL SERVICE	945.00	457531
FUNCTION 4 LLC	19.41	457628
ELECTIONS DEPARTMENT		1,152.78*
HART INTER CIVIC	140.00	457434
OFFICE DEPOT	68.14	457457
UNITED STATES POSTAL SERVICE	95.45	457527
LANGUAGE USA INC	360.00	457608
FUNCTION 4 LLC	75.34	457628
DISTRICT ATTORNEY		738.93*
FED EX	8.69	457429
CASH ADVANCE ACCOUNT	14.27	457440
OFFICE DEPOT	92.35	457457
WAYLN G. THOMPSON	853.25	457485
CDW COMPUTER CENTERS, INC.	77.20	457502
UNITED STATES POSTAL SERVICE	211.93	457527
FUNCTION 4 LLC	133.11	457628
DISTRICT CLERK		1,390.80*
OFFICE DEPOT	392.99	457457
TAC - TEXAS ASSN. OF COUNTIES	500.00	457475
TAC - TEXAS ASSN. OF COUNTIES	250.00	457476
COUNTY & DISTRICT CLERK ASSN. OF TX	55.00	457497
UNITED STATES POSTAL SERVICE	414.76	457527
FUNCTION 4 LLC	19.41	457628
CRIMINAL DISTRICT COURT		1,632.16*
DAVID W BARLOW	750.00	457412
UNITED STATES POSTAL SERVICE	10.80	457527
FUNCTION 4 LLC	122.48	457628
58TH DISTRICT COURT		883.28*
OFFICE DEPOT	84.99	457457
SYLVIA MATTHEWS	102.08	457620
FUNCTION 4 LLC	19.41	457628
60TH DISTRICT COURT		206.48*

PGM: GMCOMMV2	DATE 04-01-2019	AMOUNT	CHECK NO.	PAGE: 4 63 TOTAL
NAME				
UNITED STATES POSTAL SERVICE	5.77	457527		
FUNCTION 4 LLC	19.41	457628		
136TH DISTRICT COURT				25.18*
FUNCTION 4 LLC	19.41	457628		
172ND DISTRICT COURT				19.41*
FUNCTION 4 LLC	19.41	457628		
252ND DISTRICT COURT				19.41*
UNITED STATES POSTAL SERVICE	75.85	457527		
TURK LAW FIRM	3,367.50	457589		
FUNCTION 4 LLC	19.41	457628		
279TH DISTRICT COURT				3,462.76*
PHILLIP DOWDEN	100.00	457408		
ANITA F. PROVO	100.00	457462		
GLEN M. CROCKER	325.00	457530		
JONATHAN L. STOVALL	200.00	457576		
FUNCTION 4 LLC	19.41	457628		
317TH DISTRICT COURT				744.41*
JUDY PAASCH	2,465.42	457552		
FUNCTION 4 LLC	19.41	457628		
JUSTICE COURT-PCT 1 PL 1				2,484.83*
UNITED STATES POSTAL SERVICE	52.70	457527		
FUNCTION 4 LLC	24.96	457628		
JUSTICE COURT-PCT 1 PL 2				77.66*
FUNCTION 4 LLC	19.41	457628		
JUSTICE COURT-PCT 4				19.41*
OFFICE DEPOT	140.20	457457		
CDW COMPUTER CENTERS, INC.	450.07	457502		
FUNCTION 4 LLC	24.96	457628		
JUSTICE COURT-PCT 6				615.23*
OFFICE DEPOT	331.42	457457		
UNITED STATES POSTAL SERVICE	36.15	457527		
FUNCTION 4 LLC	19.41	457628		
JUSTICE COURT-PCT 7				386.98*
MCNEILL INSURANCE AGENCY	71.00	457450		
AT&T	32.46	457471		
JUSTICE OF PEACE PCT. 8				103.46*
FUNCTION 4 LLC	19.41	457628		
COUNTY COURT AT LAW NO.1				19.41*
UNITED STATES POSTAL SERVICE	2.32	457527		
FUNCTION 4 LLC	68.20	457628		
COUNTY COURT AT LAW NO. 2				70.52*
JACK LAWRENCE	250.00	457405		
PETER DOYLE	250.00	457425		
CHARLES ROJAS	700.00	457504		
UNITED STATES POSTAL SERVICE	2.88	457527		
LANGSTON ADAMS	300.00	457540		
WILLIAM MARCUS WILKERSON	300.00	457588		

PGM: GMCOMMV2	DATE 04-01-2019	PAGE: 5 64 TOTAL
NAME	AMOUNT	CHECK NO.
JANSON ELLIOTT BAILEY	250.00	457616
FUNCTION 4 LLC	19.41	457628
WRIGHT PITRE & FREIMUTH PLLC	300.00	457649
COUNTY COURT AT LAW NO. 3		2,372.29*
NATHAN REYNOLDS, JR.	250.00	457463
UNITED STATES POSTAL SERVICE	8.24	457527
LANGSTON ADAMS	300.00	457540
JOEL WEBB VAZQUEZ	700.00	457550
JANSON ELLIOTT BAILEY	300.00	457616
FUNCTION 4 LLC	19.41	457628
THE MAYO LAW FIRM PLLC	300.00	457630
COURT MASTER		1,877.65*
OFFICE DEPOT	145.71	457457
FUNCTION 4 LLC	19.41	457628
MEDIATION CENTER		165.12*
UNITED STATES POSTAL SERVICE	24.39	457527
FUNCTION 4 LLC	19.41	457628
COMMUNITY SUPERVISION		43.80*
FUNCTION 4 LLC	77.64	457628
SHERIFF'S DEPARTMENT		77.64*
GT DISTRIBUTORS, INC.	153.34	457430
OFFICE DEPOT	1,041.89	457457
KEESHA GUILLORY	300.00	457500
VERIZON WIRELESS	3,305.13	457524
UNITED STATES POSTAL SERVICE	2,538.31	457527
BEAUMONT OCCUPATIONAL SERVICE, INC.	34.95	457533
GALLS LLC	858.20	457606
FUNCTION 4 LLC	221.84	457628
FANNETT VETERINARY CLINIC	93.99	457647
CRIME LABORATORY		8,547.65*
W.W. GRAINGER, INC.	70.60	457431
OFFICE DEPOT	201.91	457457
ULINE SHIPPING SUPPLY SPECIALI	83.22	457488
LOWE'S HOME CENTERS, INC.	39.90	457536
CAYMAN CHEMICAL COMPANY	61.00	457569
JULIE HANNON	600.00	457594
AFTE 2019 HOST COMMITTEE	535.00	457614
FUNCTION 4 LLC	24.96	457628
METTLER-TOLEDO RAININ LLC	311.40	457640
STERICYCLE, INC	70.00	457648
JAIL - NO. 2		1,997.99*
BOB BARKER CO., INC.	529.80	457411
BEAUMONT TRACTOR COMPANY	1,404.61	457413
ECOLAB	2,020.32	457427
ENTERGY	69.41	457432
KIRKSEY'S SPRINT PRINTING	49.90	457442
KOMMERCIAL KITCHENS	39.20	457443
M&D SUPPLY	307.22	457447
OFFICE DEPOT	803.31	457457
RALPH'S INDUSTRIAL ELECTRONICS	52.40	457465
SANITARY SUPPLY, INC.	2,056.52	457466
ULINE SHIPPING SUPPLY SPECIALI	356.28	457488
WHOLESALE ELECTRIC SUPPLY CO.	93.53	457494
WORTH HYDROCHEM	342.00	457495
SERVICE GRAPHICS	78.00	457498
LOWE'S HOME CENTERS, INC.	1,004.38	457536
INTERCONTINENTAL JET CORP	750.00	457553
DOGUET RICE MILLING COMPANY	96.00	457557
TABB TEXTILE COMPANY, INC.	2,516.25	457560

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NAME	AMOUNT	CHECK NO.
		TOTAL
WORLD FUEL SERVICES	942.48	457566
EMERGENCY POWER SERVICE	1,104.50	457583
EPIC CARD SERVICES LLC	247.14	457586
SAM'S CLUB DIRECT	169.80	457587
MATERA PAPER COMPANY INC	4,512.87	457592
THOMSON REUTERS-WEST	3,961.79	457593
KROPP HOLDINGS INC	805.72	457596
GALLS LLC	3,233.11	457606
IMPACT WASTE LLC	360.00	457623
FUNCTION 4 LLC	354.97	457628
AXON ENTERPRISE INC	70.93	457632
FOOD MARKETING CONCEPTS INC	18,669.39	457634
HARDIE'S FRESH FOODS	13,173.06	457635
NATIONAL FOOD GROUP INC	20,704.52	457636
BIMBO BAKERIES USA INC	3,826.42	457638
CORRHEALTH LLC	78,900.85	457644
JUVENILE PROBATION DEPT.		163,606.68*
FED EX	48.96	457429
VERIZON WIRELESS	51.97	457525
UNITED STATES POSTAL SERVICE	10.54	457527
SHANNA CITIZEN	53.94	457539
TENNILLE DAW	413.66	457542
FUNCTION 4 LLC	38.82	457628
JUVENILE DETENTION HOME		617.89*
OVERHEAD DOOR CO.	233.50	457459
BEN E KEITH FOODS	7,182.97	457548
SHERWIN-WILLIAMS	163.90	457565
AI FILTER SERVICE COMPANY	183.79	457580
AMERICAN RED CROSS	150.00	457604
FUNCTION 4 LLC	63.73	457628
BIG THICKET PLUMBING INC	354.78	457645
STERICYCLE, INC	35.00	457648
CONSTABLE PCT 1		8,367.67*
SOUTHERN COMPUTER WAREHOUSE	94.32	457409
TAC - TEXAS ASSN. OF COUNTIES	260.00	457475
VERIZON WIRELESS	227.94	457525
UNITED STATES POSTAL SERVICE	37.22	457527
GALLS LLC	1,004.00	457606
FUNCTION 4 LLC	89.62	457628
TND WORKWEAR CO LLC	183.00	457629
CONSTABLE-PCT 2		1,707.46*
VERIZON WIRELESS	113.97	457525
CONSTABLE-PCT 4		113.97*
VERIZON WIRELESS	113.97	457525
FUNCTION 4 LLC	19.41	457628
CONSTABLE-PCT 6		133.38*
VERIZON WIRELESS	113.97	457525
UNITED STATES POSTAL SERVICE	14.38	457527
FUNCTION 4 LLC	19.41	457628
CONSTABLE PCT. 7		147.76*
VERIZON WIRELESS	113.97	457525
CONSTABLE PCT. 8		113.97*
VERIZON WIRELESS	113.97	457525
FUNCTION 4 LLC	89.56	457628
TND WORKWEAR CO LLC	178.00	457629
COUNTY MORGUE		381.53*

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NAME	AMOUNT	CHECK NO. TOTAL
PROCTOR'S MORTUARY INC	7,650.00	457570
AGRICULTURE EXTENSION SVC		7,650.00*
FUNCTION 4 LLC	55.47	457628
PAULA TACKER	342.64	457643
		398.11*
HEALTH AND WELFARE NO. 1		
CALVARY MORTUARY	1,500.00	457415
CLAYBAR FUNERAL HOME, INC.	2,080.00	457418
MUNRO'S	56.25	457452
OFFICE DEPOT	269.97	457457
AUSTIN CECIL WALKES MD PA	3,245.08	457492
UNITED STATES POSTAL SERVICE	93.29	457527
PROCTOR'S MORTUARY INC	3,000.00	457571
FUNCTION 4 LLC	103.29	457628
		10,347.88*
HEALTH AND WELFARE NO. 2		
BROUSSARD'S MORTUARY	1,500.00	457414
LEVINGSTON FUNERAL HOME	1,500.00	457444
MUNRO'S	34.50	457452
OFFICE DEPOT	249.99	457457
AT&T	32.46	457471
AUSTIN CECIL WALKES MD PA	3,245.08	457492
FUNCTION 4 LLC	38.82	457628
		6,600.85*
NURSE PRACTITIONER		
GEORGE V. ZUZUKIN, M.D.	1,000.00	457406
FUNCTION 4 LLC	19.41	457628
		1,019.41*
CHILD WELFARE UNIT		
BEAUMONT OCCUPATIONAL SERVICE, INC.	72.45	457533
J.C. PENNEY'S	1,583.57	457534
SEARS COMMERICAL CREDIT	573.10	457535
		2,229.12*
ENVIRONMENTAL CONTROL		
CASH ADVANCE ACCOUNT	428.14	457440
FUNCTION 4 LLC	89.62	457628
		517.76*
INDIGENT MEDICAL SERVICES		
OFFICE DEPOT	548.70	457457
CARDINAL HEALTH 110 INC	7,104.65	457595
JAMES DYKES	600.00	457646
		8,253.35*
MAINTENANCE-BEAUMONT		
AAA LOCK & SAFE	771.00	457401
CITY OF BEAUMONT - WATER DEPT.	10,054.61	457417
COBURN'S, BEAUMONT BOWIE (1)	209.03	457420
CONSOLIDATED ELECTRICAL DIST INC.	336.68	457422
ECOLAB	209.95	457427
ENTERGY	33,876.72	457432
M&D SUPPLY	108.99	457447
SANITARY SUPPLY, INC.	1,847.30	457466
ACE IMAGEWEAR	175.68	457468
AT&T	5,568.12	457471
AT&T GLOBAL SERVICES	3,053.00	457544
BAKER DISTRIBUTING COMPANY	86.28	457545
OTIS ELEVATOR COMPANY	2,808.46	457546
ZENO IMAGING	249.24	457572
CINTAS CORPORATION	42.41	457619
FUNCTION 4 LLC	19.41	457628
		59,416.88*
MAINTENANCE-PORT ARTHUR		
NOACK LOCKSMITH	6.00	457454
AT&T	1,408.59	457471

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NAME	AMOUNT	CHECK NO. TOTAL
TIME WARNER COMMUNICATIONS	91.72	457479
TIME WARNER COMMUNICATIONS	417.84	457482
NORTHERN TOOL AND EQUIPMENT	454.98	457579
SUPPLYWORKS	36.12	457607
FUNCTION 4 LLC	38.82	457628
		2,454.07*
MAINTENANCE-MID COUNTY		
RITTER @ HOME	220.54	457464
SANITARY SUPPLY, INC.	150.23	457466
ACE IMAGEWEAR	68.16	457468
FUNCTION 4 LLC	19.41	457628
		458.34*
SERVICE CENTER		
ALL-PHASE ELECTRIC SUPPLY	18.98	457421
J.K. CHEVROLET CO.	156.86	457439
M&D SUPPLY	108.04	457447
THE MUFFLER SHOP	300.00	457451
MUNRO'S	184.17	457452
PHILPOTT MOTORS, INC.	400.02	457460
RITTER @ HOME	85.31	457464
JEFFERSON CTY. TAX OFFICE	7.50	457508
JEFFERSON CTY. TAX OFFICE	7.50	457509
JEFFERSON CTY. TAX OFFICE	7.50	457510
JEFFERSON CTY. TAX OFFICE	7.50	457511
JEFFERSON CTY. TAX OFFICE	7.50	457512
JEFFERSON CTY. TAX OFFICE	7.50	457513
JEFFERSON CTY. TAX OFFICE	7.50	457514
JEFFERSON CTY. TAX OFFICE	7.50	457515
JEFFERSON CTY. TAX OFFICE	7.50	457516
JEFFERSON CTY. TAX OFFICE	7.50	457517
JEFFERSON CTY. TAX OFFICE	7.50	457518
JEFFERSON CTY. TAX OFFICE	7.50	457519
JEFFERSON CTY. TAX OFFICE	7.50	457520
JEFFERSON CTY. TAX OFFICE	7.50	457521
JEFFERSON CTY. TAX OFFICE	7.50	457522
JEFFERSON CTY. TAX OFFICE	7.50	457523
PETROLEUM SOLUTIONS, INC.	160.25	457549
BUMPER TO BUMPER	157.88	457551
MIGHTY OF SOUTHEAST TEXAS	208.05	457578
ADVANCE AUTO PARTS	1,100.99	457590
SILSBEE FORD INC	65.18	457598
SOUTHEAST TEXAS PARTS AND EQUIPMENT	253.80	457599
MIDNIGHT AUTO	348.34	457622
FUNCTION 4 LLC	19.41	457628
THIS GUYS TOOLS, LLC	97.95	457654
		3,785.23*
VETERANS SERVICE		
HILARY GUEST	106.60	457541
FUNCTION 4 LLC	66.56	457628
		173.16*
		370,706.73**
MOSQUITO CONTROL FUND		
COASTAL WELDING SUPPLY	95.00	457419
JERRY HINSON	75.00	457436
GREG MARCINIAK	252.14	457448
THE MUFFLER SHOP	20.00	457451
MUNRO'S	47.73	457452
PHILPOTT MOTORS, INC.	17.03	457460
TEXAS DEPT OF AGRICULTURE	375.00	457483
UNITED PARCEL SERVICE	75.16	457489
WESTPORT AG	788.71	457505
AERO PERFORMANCE	2,431.03	457600
FUNCTION 4 LLC	19.41	457628
TEXAS AIRCRAFT PROPELLER & ACCESSOR	1,799.58	457639
		5,995.79**
FEMA EMERGENCY		
VULCAN MATERIALS CO.	113,273.60	457490
		113,273.60**
FAMILY GROUP CONFERENCING		

PGM: GMCOMMV2	DATE 04-01-2019	AMOUNT	CHECK NO.	PAGE: 9 68 TOTAL
NAME FUNCTION 4 LLC		19.41	457628	19.41**
J.C. FAMILY TREATMENT				
BEAUMONT OCCUPATIONAL SERVICE, INC.		288.85	457533	
JUDY PAASCH		40.00	457552	
PATRICIA PETERS		20.00	457613	348.85**
LAW LIBRARY FUND				
LEXISNEXIS MATTHEW BENDER		1,167.89	457537	
FUNCTION 4 LLC		19.41	457628	1,187.30**
EMPG GRANT				
NEFF BROS. AUTO SERVICE		350.00	457453	
CDW COMPUTER CENTERS, INC.		73.48	457502	
OPTICSPLANET INC		1,409.97	457567	1,833.45**
JUVENILE PROB & DET. FUND				
VERIZON WIRELESS		31.48	457525	31.48**
GRANT A STATE AID				
DELL MARKETING L.P.		2,083.68	457424	
OFFICE DEPOT		54.53	457457	
CORNELL CORRECTIONS OF TEXAS		5,535.32	457602	7,673.53**
COMMUNITY SUPERVISION FND				
OFFICE DEPOT		378.51	457457	
OLMSTED-KIRK PAPER		315.00	457458	
PAMELA G. STEWART		143.69	457472	
TIME WARNER COMMUNICATIONS		174.81	457481	
VERIZON WIRELESS		42.00	457525	
UNITED STATES POSTAL SERVICE		57.20	457527	
JCCSC		40.00	457575	
SAM'S CLUB DIRECT		298.17	457587	
KALEIGH ABSHIRE		56.18	457609	1,505.56**
JEFF. CO. WOMEN'S CENTER				
ENTERGY		1,078.22	457432	
ISI COMMERCIAL REFRIGERATION		369.44	457437	
INTOXIMETERS, INC.		752.50	457438	
KIM MCKINNEY, LPC, LMFT		150.00	457449	
OFFICE DEPOT		124.14	457457	
OLMSTED-KIRK PAPER		315.00	457458	
PREMIUM PLUMBING		7,578.50	457461	
SYSCO FOOD SERVICES, INC.		1,096.26	457474	
BURT WALKER PARTNERS, LTD		4,500.00	457491	
PETTY CASH - RESTITUTION I		116.50	457496	
VERIZON WIRELESS		15.75	457525	
BEN E KEITH FOODS		1,185.03	457548	
ROCHESTER ARMORED CAR CO INC		123.36	457574	
MATERA PAPER COMPANY INC		297.58	457592	
CINTAS CORPORATION		65.58	457619	
FUNCTION 4 LLC		38.82	457628	17,806.68**
COMMUNITY CORRECTIONS PRG				
M&D SUPPLY		31.75	457447	
FUNCTION 4 LLC		24.96	457628	56.71**
DRUG DIVERSION PROGRAM				
FUNCTION 4 LLC		22.19	457628	22.19**
LAW OFFICER TRAINING GRT				
OFFICE DEPOT		4.84	457457	
GALLS LLC		199.00	457606	



PGM: GMCOMMV2	DATE 04-01-2019	PAGE: 10 69
NAME	AMOUNT	CHECK NO. TOTAL
FOREMOST PROMOTIONS	1,295.17	457618 1,499.01**
COUNTY CLERK - RECORD MGT		
MANATRON	11,330.37	457558 11,330.37**
COUNTY RECORDS MANAGEMENT		
TRIANGLE BLUE PRINT CO., INC.	525.00	457486 525.00**
CJD SHERIFF GRANTS		
ANDREA SYSTEMS LLC	16,036.00	457651 16,036.00**
DEPUTY SHERIFF EDUCATION		
CASH ADVANCE ACCOUNT	437.37	457440
TEXAS DEPT OF STATE HEALTH SERVICES	75.00	457484 512.37**
J.P. COURTROOM TECH. FUND		
VERIZON WIRELESS	227.94	457525 227.94**
HOTEL OCCUPANCY TAX FUND		
THERMACON SERVICE	475.00	457407
THE LABICHE ARCHITECTURAL GROUP	10,200.00	457410
ENTERGY	1,149.92	457432
JOHNSON CONTROLS, INC.	802.00	457441
MUNRO'S	92.95	457452
TRI-CITY COFFEE SERVICE	101.50	457487
MATERA PAPER COMPANY INC	706.26	457592
CINTAS CORPORATION	113.69	457619
FUNCTION 4 LLC	87.36	457628
HOUSTON FIRST CORPORATION	150.00	457631 13,878.68**
CRIME LAB FUNDING CJD		
AFTE 2019 HOST COMMITTEE	1,040.00	457614 1,040.00**
DISTRICT CLK RECORDS MGMT		
FUNCTION 4 LLC	38.82	457628 38.82**
COUNTY CLERK ELECTION CON		
HART INTER CIVIC	25,200.00	457434 25,200.00**
CAPITAL PROJECTS FUND		
LJA ENGINEERING INC	1,755.00	457585 1,755.00**
AIRPORT FUND		
ENTERGY	10.63	457433
VERIZON WIRELESS	37.99	457525
FUNCTION 4 LLC	38.82	457628 87.44**
AIRPORT IMPROVE. GRANTS		
GULF COAST	358,666.40	457624 358,666.40**
SE TX EMP. BENEFIT POOL		
EXPRESS SCRIPTS INC	81,676.20	457641
UNITEDHEALTHCARE INSURANCE COMPANY	102,316.18	457642 183,992.38**
SETEC FUND		
GULF COAST	273.36	457624 273.36**
LIABILITY CLAIMS ACCOUNT		

PGM: GMCOMMV2	DATE 04-01-2019		PAGE: 11 70
NAME	AMOUNT	CHECK NO.	TOTAL
CALVERT EAVES CLARKE & STELLY LLP	511.57	457611	511.57**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	3,820.44	457554	3,820.44**
SHERIFF'S FORFEITURE FUND			
SOUTHERN COMPUTER WAREHOUSE	891.67	457409	
VERIZON WIRELESS	75.98	457524	
AXON ENTERPRISE INC	3,590.50	457632	4,558.15**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	265.97	457525	265.97**
MARINE DIVISION			
GT DISTRIBUTORS, INC.	68.72	457430	
OFFICE DEPOT	11.96	457457	
RITTER @ HOME	339.98	457464	
SETZER HARDWARE, INC.	369.91	457467	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	457503	
VERIZON WIRELESS	341.91	457524	
SIERRA SPRING WATER CO. - BT	222.76	457528	
BUMPER TO BUMPER	1,105.50	457551	
THE DINGO GROUP-PETE JORGENSEN MARI	1,970.54	457559	
GALLS LLC	765.50	457606	
VECTOR SECURITY	39.95	457633	5,296.73**
SHERIFF - COMMISSARY			
CURTIS 1000, INC.	393.42	457423	393.42**
SHERIFF-SPINDLETOP GRANT			
AXON ENTERPRISE INC	69.50	457632	69.50**
			1,177,544.08***





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 \_\_\_\_ day of \_\_\_\_\_, 2019, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, the following Proclamation was adopted:

**Sexual Assault Awareness Month**  
**“I Ask for Consent”**

**WHEREAS**, Sexual Assault Awareness Month (SAAM) calls attention to the fact that sexual violence is widespread and impacts every person in this community; and

**WHEREAS**, rape, sexual assault and sexual harassment can leave a negative impact on any person, regardless of age, national origin, race, creed, religion, sexual orientation, immigration, or economic status; and

**WHEREAS**, an average year more than 10 million women and men are physically abused by an intimate partner per minute in the United States and across the world; and 1 in 15 children are exposed to the violence and 90% are eyewitnesses; and

**WHEREAS**, it is estimated that 325,000 children per year are currently at risk of becoming victims of child abuse, human trafficked and commercial child sexual exploitation, is highly relevant in our communities and across the world; only 12% of child abuse is ever reported to the authorities; and

**WHEREAS**, health care providers, community leaders, faith organizations, educators and business can network, and provide victim services of a safer plan, support in healing, access to justice; and

**WHEREAS**, Rape and Suicide Crisis of Southeast Texas Inc. is hereby dedicated strengthening victims and survivors of their rights, in serving our communities, working to endure resiliency for all victims and survivors.

**NOW, THEREFORE BE IT RESOLVED** that the Commissioners Court of Jefferson County, does proclaim the month of April, 2019 as Sexual Assault Awareness Month commits we encourage all to join in this month and throughout the year to express our sincere gratitude to all those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all survivors of sexual violence.

Signed this \_\_\_\_ day \_\_\_\_\_, 2019.

\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge

\_\_\_\_\_  
**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

\_\_\_\_\_  
**COMMISSIONER MICHAEL S. SINEGAL**  
Precinct No. 3

\_\_\_\_\_  
**COMMISSIONER BRENT A. WEAVER**  
Precinct No. 2

\_\_\_\_\_  
**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4

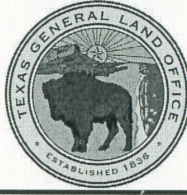


**AGENDA ITEM****April 1, 2019**

Consider, possibly approve and authorize the County Judge to execute Texas General Land Office Application for State Land Use Lease-Surface Lease (SL)-Coastal for the construction of the siphon at the J.D. Murphree WMA.



**State of Texas**  
**Texas General Land Office**  
**Application for State Land Use Lease**  
**Surface Lease (SL) - Coastal**



FOR GLO USE ONLY

Working File #	
Staff Initials	
Lease #	

**Applicant/Official Company Name**

Individual, Company, Partnership or Trust Name

Contact  
(Title, First Name, Last Name, Salutation)
Work #  Mobile # c/o or Attn Street Address City  State  Zip Code Country  Email 
☐ **Authorized Agent**
☐ **Company Contact**

Individual, Company, Partnership or Trust Name

Agent/Company Contact  
(Title, First Name, Last Name, Salutation) ☐ Send contracts to Agent/  
Company Contact
Work #  Mobile # c/o or Attn Street Address City  State  Zip Code Country  Email **CORPORATE APPLICANTS, FILL OUT THE FOLLOWING:**Type of Business State of Domicile Tax Id # If LP Name Of General Partner Name of President Name of Secretary **LOCATION OF PROJECT**Name of Affected Body(ies) of Water State Tract No(s). in which rights are requested County(ies)      GPS Coordinates (if known)Legal Description 

**Adjacent Landowners**First  Last First  Last Address Address City  State  Zip Code City  State  Zip Code **PROJECT DESCRIPTION**

If additional space is needed, please continue the descriptions on page 3.

Purpose of Proposed Lease



Description of facilities associated with the structure

Method of installation, type of equipment to be used, and how it will be brought to the project site

If a petroleum related activity:

- ☐ the product is derived in-state
- ☐ the product is derived out-of-state

Amount of State land involved

Corps of Engineers Permit No.

Date if Known

Describe Present Project Area

Marshes

☐ Yes

☐ No

Area

Submerged Grasses

☐ Yes

☐ No

Area

Oyster Reefs

☐ Yes

☐ No

Area

Habitat Survey Done

☐ Yes

☐ No

Date

Water depth



**PROJECT DESCRIPTION (continued)**

Please indicate which description you are expanding on in the space provided below.

**PROJECT PLANS AND LOCATION MAP**

Attach two copies of project plans and location map as described in the 'General Instructions for all Applicants' below. Copies of plans submitted for any Army Corps of Engineers permit may be used if they meet the specifications in 'General Instructions'.

Anticipated Start Date \_\_\_\_\_ Expected Completion Date \_\_\_\_\_

Desired Term

☐ By clicking this box, I verify that I have read the Instructions and Exhibit Preparation Information included in this application.

**FEES AND ATTACHMENTS**

A. No fees are due at this time. See attached Rate and Fee schedule.

B. Upon submission, include two completed copies of this application, including project maps and all applicable attachments

Signature of Applicant/Agent \_\_\_\_\_ Date \_\_\_\_\_

**Please include documentation to support authorization to sign on behalf of a Corporation, LLC, LP, LLP, or GP.**



**State of Texas**  
**Texas General Land Office**  
**Instructions for Preparing Exhibits**  
**Surface Lease (SL) - Coastal**



Maps (or plats) showing the location of proposed and as-built projects on state-owned lands are required as part of the General Land Office (GLO) application process. The following instructions are to be followed when applying for new work (proposed project), or for reporting as-built conditions for a previously approved project, when the activity is a Miscellaneous Easement (Right-of-way), Surface Lease, or Sub-Surface Easement on state land.

The information specified below represents minimum requirements of the GLO and additional information may be requested on a project-by-project basis to facilitate a full evaluation of the proposed activity.

The information should be submitted along with the required application form and processing fees. Each map or plat must conform to the specifications contained herein. An application is not considered complete, and processing of the application will not be initiated, until all information requested has been submitted and GLO staff has determined that it is adequate.

**NOTE:** Surveys and survey plats required by other entities, Federal, State, County and/or City, are PERMISSIBLE and USABLE for GLO applications provided they meet the following requirements.

**A. GENERAL INSTRUCTIONS FOR ALL APPLICATIONS:**

1. Each map or plat should be 8 1/2 " x 11".
2. A one-inch margin should be left at the top edge of each sheet for binding purposes.
3. Any shading used to identify specific areas must be reproducible by ordinary copy machines.
4. Each map or plat submitted must have a title block identifying, at a minimum:
  - (a) applicant name; (b) applicant address; (c) project name; (d) date of preparation; (e) name of preparer; and
  - (f) project location as follows:
    - (1) if on state-owned uplands, then provide county, survey name, original grantee and, as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number.
    - (2) if on submerged land, then provide county, waterbody name, and state tract number.
5. The scale for each map or plat must be clearly indicated both digitally and by graphic scale.
6. **Vicinity Maps** - Exhibit A for each project application must be a Vicinity Map showing the general location of the proposed work. The Vicinity Map must be produced using either a U.S.G.S. 7.5 minute Topographic Map, a Texas Department of Transportation County Road Map, or navigation chart as its base layer. The project location should be indicated by a prominent arrow on the map. An 8½ " x 11" Xerox copy from the original Topo, county map, or navigation chart showing the project location is sufficient. It is not necessary to submit the entire Topo or county map, so long as the map is appropriately identified as to the origin of the base information (e.g., name, and date of base map information used). This is most easily accomplished by copying the legend of the base map and making it part of the Vicinity Map.
7. **Project Site Map** - Exhibit B for each project application should be a Project Site Map (in Survey Plat format) which provides specific project location information. The Project Site Map should be produced at sufficient scale and detail to enable field inspectors to locate the project on the ground with minimal difficulty. Demographic features such as road numbers, stream names, railroad crossings, corporate city limits, and other prominent locative features should be included on the Project Site Map. The project location should be indicated by a prominent arrow on the map and a North arrow must be provided. Annotation may be included on the map regarding distance of the project from known points (e.g., highway intersections, road stream crossings, etc.).



**8.** Detailed Project Plan - Exhibit C for each project application should be a Detailed Project Plan, consisting of an aerial plan-view drawing and a cross-sectional drawing of all proposed or existing structures on state-owned lands at the project site.

Page 1 of the Detailed Project Plan should contain, at a minimum:

- a. Location of the shoreline or banks if the project is on or adjacent to tidally influenced waters or crosses a state-owned river, stream, creek, or bayou.
- b. The direction of ebb and flow if in or adjacent to tidal waters, or the direction of water flow if the project crosses a river, stream, creek, or bayou.
- c. A North Arrow.
- d. The location of state tract lines (on tidally influenced lands), survey lines, or property lines, as applicable.
- e. The location of any marshes, submerged grass flats, oyster reefs, mud or sand flats, or other sensitive natural/cultural resources known to exist in the project area.
- f. The lines of mean high water and mean low water when applicable.
- g. Dimensions of all structures (existing and proposed) that will encumber state-owned lands at the project site.
- h. The registration, easement, or lease numbers for any structures at the site previously authorized by the GLO (available from GLO field offices upon request).
- i. Any applicable Corps of Engineers permit numbers covering the proposed work.

Page 2 of the Detailed Project Plan should contain, as applicable, an explanation of construction methodology, techniques, and equipment that will be used at the site.

## **CERTIFICATION BY A TEXAS REGISTERED PUBLIC LAND SURVEYOR IS REQUIRED ON ALL OF THE FOLLOWING .**

Maps or Survey Plats to be submitted as the Project Site Map and/or the Detailed Project Plan (see A7 and 8 above) must contain the information described below.

Upland survey data should be reported to normal boundary land surveying minimum standards. Offshore or submerged sites shall be located to a specified accuracy of +/- 5 feet of any reported location.

- 1.** Projects located on Tidally Influenced State-owned lands (Including the Gulf of Mexico, bay tracts, and the tidally influenced portions of rivers, creeks, streams, and bayous):

Surface Leases (e.g., well platforms on un-leased tracts, etc.)

A metes and bounds description (or other valid description) must be provided for the area encumbered by a surface lease. This description must be in increments of not less than one acre for the area surrounding a platform or structure, with the point of beginning, well location, and other structures on the leased site identified and properly located by coordinates. The point of reference from either the center or the corner of a platform or structure must be specified, with coordinates given at one or more points on the Texas State Plane Coordinate System of 1927 or 1983.

<b>Surface Lease Fees</b>			
<b>Instrument</b>	<b>Filing Fee</b>	<b>Contract Fee</b>	<b>Term</b>
Electric Substations, Pumping Stations, Loading Racks, Tank Batteries, etc.	\$50	Acquired property or extraterritorial jurisdiction (ETJ) are based on the %/yr. return on appraised market value of area encumbered or \$500/acre/yr. minimum	Negotiable
Surface Wellheads, Platforms, etc.	\$50	Acquired property or extraterritorial jurisdiction (ETJ) are based on the %/yr. return on appraised market value of area encumbered or \$500/acre/yr. minimum	Negotiable





**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 1st day of April, 2019, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Proclamation was adopted:

**GLOBAL YOUTH DAY**

**WHEREAS**, Global Youth Service Day is an annual campaign that celebrates and mobilizes millions of children and youth in the interest of improving their communities each day of the year through service and service-learning while increasing civic engagement, academic motivation and achievement, and workforce readiness;

**WHEREAS**, Global Youth Service Day is one of the largest service events in the world, and the only day of service dedicated solely to engaging youth ages 5 – 25;

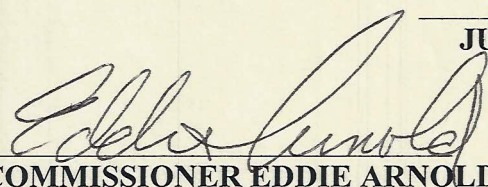
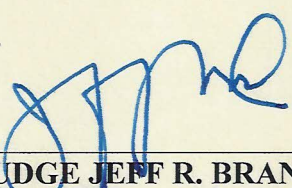

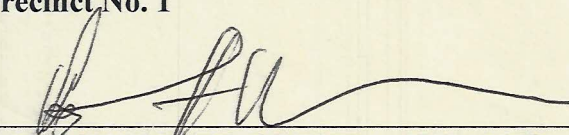
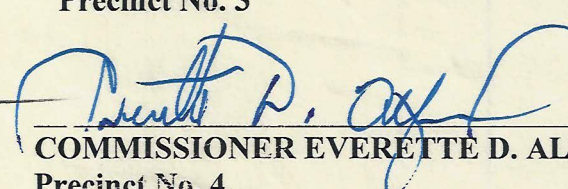
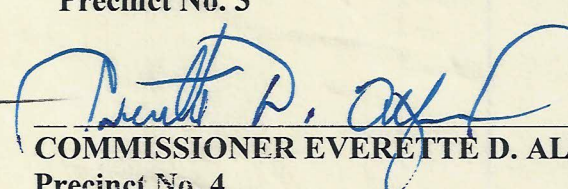
**WHEREAS**, high quality service programs like IEA – Inspire, Encourage, Achieve and the community partners they engage – provide opportunities for youth to be active citizens and community leaders; and for schools, community organizations, government agencies, businesses, and families to engage youth as problem solvers and change agents;

**WHEREAS**, the Edward M. Kennedy Serve America Act recognizes Global Youth Service Day as a national day of service and calls on the citizens of the United States to participate;

**WHEREAS**, Youth Service America, IEA – Inspire, Encourage, Achieve and the Jefferson County Juvenile Probation Department are mobilizing citizens to serve their communities on Global Youth Service Day.

**THEREFORE, BE IT RESOLVED** that the Commissioners’ Court of Jefferson County does hereby proclaim April 12, 2019 to be “Global Youth Service Days” in Jefferson County, Texas and we encourage all citizens to serve their communities.

Signed this 1st day of April, 2019.

 COMMISSIONER EDDIE ARNOLD Precinct No. 1	 JUDGE JEFF R. BRANICK County Judge	
 COMMISSIONER BRENT A. WEAVER Precinct No. 2	 COMMISSIONER MICHAEL S. SINEGAL Precinct No. 3	
		 COMMISSIONER EVERETTE D. ALFRED Precinct No. 4





# PROCLAMATION

STATE OF TEXAS

§  
§  
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 1st day of April, 2019, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Proclamation was adopted:

## NATIONAL CHILD ABUSE PREVENTION MONTH

**WHEREAS**, there were 300,375 children in Texas are reported abused or neglected every year; and

**WHEREAS**, 601 children in Jefferson County were reported as abused or neglected last year; and

**WHEREAS**, communities must make every effort to promote programs that benefit children and their families;

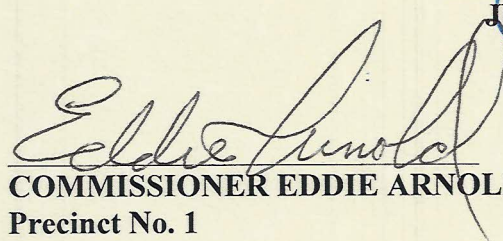
**WHEREAS**, child abuse prevention is a community responsibility and finding solutions depends upon involvement among all people; and

**WHEREAS**, effective child abuse prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies, and the business community; and

**WHEREAS**, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment;

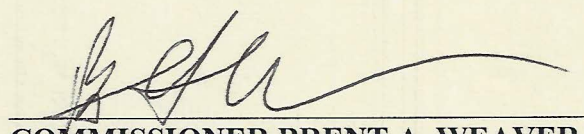
**NOW, THEREFORE**, the Commissioners' Court of Jefferson County does hereby proclaim the month of April 2019 to be **CHILD ABUSE PREVENTION MONTH** in Jefferson County and in so doing, we urge all citizens to join in a national effort to raise awareness about the importance of preventing child abuse.

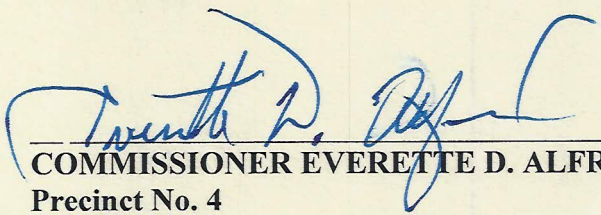
  
JUDGE JEFF R. BRANICK  
County Judge

  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

ABSENT

COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4





**AGENDA ITEM****April 1, 2019**

Consider, possibly approve, authorize the County Judge to execute, receive and file Letter of Agreement between Jefferson County Drainage District 6, Jefferson County and Gary and Jane Marino for a drainage and utility easement to improve drainage.



*Jefferson County*

***Drainage District No. 6***

6550 Walden Rd., Beaumont, Texas 77707

Telephone (409) 842-1818

Fax (409) 842-2729

Established in 1920

**Board of Directors:**

Joshua W. Allen, Sr.

Charles "Chuck" Guillory

Miriam K. Johnson

Bart L. Owens

Bernie Daleo

**Judge Richard P. LeBlanc, Jr.**

General Manager

**Doug S. Canant, Jr., PE, RPLS, CFM**

District Engineer

**Chuck Oakley, CPA**

Chief Financial Officer

**Karen J. Stewart, MBA, CTP**

Business Manager

**Stephen LeBlanc**

Operations Manager

**John Murff**

Project Manager

**Nelson Nixon**

Superintendent

March 18, 2019

Mr. Gary Marino  
Mrs. Jane Marino  
3136 Lebonnet Dr.  
Beaumont, Texas 77705

**LETTER OF AGREEMENT**

Dear Mr. and Mrs. Marino;

In order to redirect the runoff from the westerly end of the county road known as Lebonnet Drive; from the drain ditch that runs between Lots 16 and 17 of Block 2 in Lovell Lake Estates as recorded in the Map Records of Jefferson County, Texas, Volume 14, Page 23, to the east side of Lot 18 of said Block 2 and the north side of Lots 18 and 17 of the said Block 2, **Jefferson County Drainage District No. 6** ("DD6"), **Jefferson County** and **Gary Marino and Jane Marino** ("Marinos"), the owners of the said lots 16, 17, and 18, do hereby agree to the following:

1. The Marinos will grant DD6 a 20-ft wide Drainage Easement along the east line of Lot 18 and grant DD6 a drainage easement where the existing 20-ft platted Drainage and Utility Easement exists along the north line of Lots 18 and 17; as shown on the attached **Exhibit "A,"**
2. DD6 will excavate a drainage ditch inside the new 20-ft easement described in Item 1 consisting of a "V" bottom, approximately 5:1 side slopes, and approximately two feet deep and enlarge the canal weep ditch to 5:1 side slopes and 2.5-ft deep along the LNVA Canal, also depicted on the attached Exhibit "A,"
3. The excavated material removed from the new ditch will be hauled to and spread on Lots 16, 17 and 18 per the Marinos direction. The drainage ditch that lies between Lots 16 and 17 will be filled and blended in with the adjacent ground. The drainage ditch along the cul-de-sac will also be filled in and blended with the natural ground. The Marinos' driveway culvert will be packed with cement stabilized sand on each end;



Marino/DD6/County Letter of Agreement  
March 18, 2019

4. Jefferson County Precinct 2 will install a culvert at a diagonal under Lebonnet Drive, just east of the cul-de-sac, to deliver runoff from the south side of the road to the north side of the road and into the new ditch;
5. The Marinos will grant a Temporary Working Easement along the 20-ft Drainage Easement and the fill areas on Lots 16, 17, and 18, which will expire upon completion of the project;
6. Once the ditch construction is complete and the fill operations have been completed, DD6 will spread grass seed and fertilizer over the disturbed areas;
7. DD6 will have the utilities relocated, as needed;
8. DD6 will clean the area around the upstream end of the culvert located under the LNVA Canal;
9. Normal mowing of the 20-ft easement will be performed by the Marinos, but other maintenance, as needed, will be performed by DD6; and
10. DD6 and Jefferson County will quitclaim any interest, if any, in the drainage easements along the west line of Lots 16 and 17 and along the common line between Lots 16 and 17. The utility easements will remain as they are.

If you are in agreement to the terms noted above, please sign below where indicated, and call me should you have any questions or comments.

Sincerely,

*Doug S. Canant*

Doug S. Canant, Jr., PE, RPLS, CFM  
Drainage District No. 6 Engineer

**AGREED TO and APPROVED BY:**

**GARY MARINO**

3136 Lebonnet Dr.  
Beaumont, TX 77705

*Gary Marino*

Dated: 3-19-19

**JANE MARINO**

3136 Lebonnet Dr.  
Beaumont, TX 77705

*Jane Marino*

Dated: 3-19-19

**JEFFERSON COUNTY  
DRAINAGE DISTRICT NO. 6**

6550 Walden Road  
Beaumont, TX 77707

By: *Joshua W. Allen, Sr.*

Title: President

Dated: 3-26-2019

**JEFFERSON COUNTY**

1149 Pearl Street, Suite 400  
Beaumont, TX 77701

By: *Jeff R. Branick*

Title: Judge Jeff R. Branick  
County Judge, Jefferson County

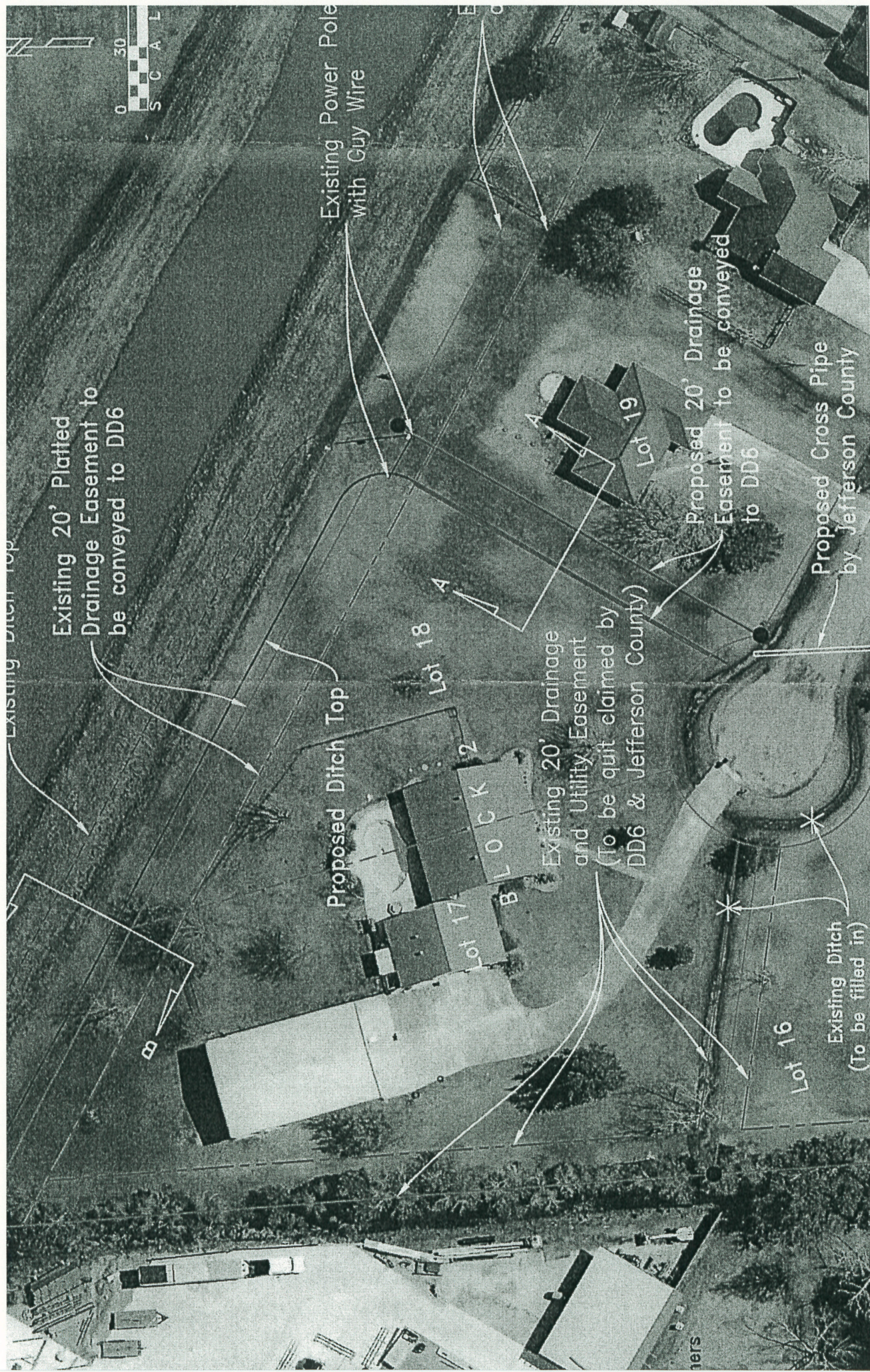
Dated: 04-01-2019

DS/pk

Attachment: Exhibit "A"-Illustration of 20-ft Drainage Easement & Drainage Ditch Inside New 20-ft Drainage Easement

DC/pk/Agmts/Ltrs of Agmt





Line

20' D.E.

20

Proposed Ditch -

Jefferson  
Drainage  
Design  
108

0 5 10  
SCALE  
S C A L E

0 5 10  
SCALE  
S C A L E



**Special, April 01, 2019**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, April 01, 2019