SPECIAL, 6/17/2019 1:30:00 PM

BE IT REMEMBERED that on June 17, 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

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

Honorable Zena Stephens, Sheriff (ABSENT)

CHIEF SCHAUBERGER

Honorable Carolyn L. Guidry , County Clerk

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

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

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS June 17, 2019

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **17th** day of **June 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:

10:30 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding pending or anticipated litigation with the County.

11:00 a.m.-WORKSHOP- To receive information from Rhonda Masters, GLO Community Outreach Coordinator and Shaun Davis, AECOM Homeowner Assistance Program, as an update on the status of the Homeowner Assistance Program in Jefferson County and Southeast Texas.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

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

PURCHASING:

1. Receive and file bids for (IFB 19-029/YS), Term Contract for Pest Control Services for Jefferson County.

SEE ATTACHMENTS ON PAGES 12 - 181

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

2. Consider and approve specifications for Invitation for Bid (IFB 19-039/YS), Term Contract for Herbicides for Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 182 - 222

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

3. Consider and approve award, execute, receive and file a contract for (RFP 18-059/YS), Food Service Consulting and Management Services for Jefferson County Correctional Facility with Trinity Services Group, Inc.

SEE ATTACHMENTS ON PAGES 223 - 229

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

4. Consider and approve award, execute, receive and file an Acceptance of Offer for (IFB 19-029/YS), Term Contract for Pest Control Services for Jefferson County with Aattaboy Termite & Pest Control, Inc. as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 230 - 237

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

5. Consider and approve a contract renewal for (IFB 15-011/JW), Term Contract for Trash and Biomedical Waste Container Service for Jefferson County for a fourth and final one (1) year renewal with Impact Waste, LLC from June 25, 2019 to June 24, 2020.

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

6. Consider and approve, execute, receive and file a contract renewal for (IFB 15-011/JW), Term Contract for Trash and Biomedical Waste Container Service for Jefferson County for a fourth and final one (1) year renewal with Republic Services of Beaumont and Stericycle, Inc. from June 25, 2019 to June 24, 2020.

   SEE ATTACHMENTS ON PAGES 238 - 239

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

7. Consider and approve, execute, receive and file a contract renewal for (IFB 18-022/YS), On Call Court Reporting and Transcription for a first one (1) year renewal with Jan Girouard & Associates, LLC from July 1, 2019 to June 30, 2020.

   SEE ATTACHMENTS ON PAGES 240 - 240

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

8. Consider and approve, execute, receive and file Contract Amendment No. 1 for (IFB 18-052/YS), Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County. This amendment will assign catalog pricing for janitorial supplies to The Home Depot Pro/The Home Depot Pro Institutional as SupplyWorks has merged with The Home Depot Pro/The Home Depot Pro Institutional.

SEE ATTACHMENTS ON PAGES 241 - 241

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

CONSTABLE PRECINCT 2:

9. Consider and possibly approve termination of the Interlocal Cooperation Agreement between Constable of Precinct 2, Christopher Bates and Port Arthur Independent School District regarding Absent Student Assistance Project (A.S.A.P.) services provided to the Port Arthur Independent School District.

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

COUNTY AIRPORT:

10. Consider, possibly approve and authorize the County Judge to execute an Insurance Policy for the Jack Brooks Regional Airport for Hangarkeepers Liability Coverage with ACE Property & Casualty Insurance Company.

MOVE TO RISK MANAGEMENT

Action: NONE

11. Consider, possibly approve, and authorize the County Judge to execute an Pasture Grazing Lease between Jefferson County and Jon Hoyt for pasture at Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 242 - 249

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

COUNTY AUDITOR:

12. Consider and approve budget transfer - District Clerk - replacement of time-date stamp machine.

120-2031-414-3084	MINOR EQUIPMENT	$875.00	
120-2031-414-4011	EQUIPMENT- MISCELLANEOUS		$500.00
120-2031-414-3078	OFFICE SUPPLIES		$375.00

SEE ATTACHMENTS ON PAGES 250 - 250

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

13. Receive and file second amendment to the Management Agreement of the Ford Park Entertainment Complex for Jefferson County with Global Spectrum, L.P. d/b/a Spectra Venue Management. Amendment revises quantitative component of incentive fee under Article 3.1

SEE ATTACHMENTS ON PAGES 251 - 252

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

14. Consider and approve electronic disbursement for $624.82 to Texas Department of Criminal Justice for June insurance reimbursement.

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

15. Discuss Nationwide Deferred Compensation plan options and associated fees to employees for their accounts.

    PATRICK SWAIN gave explanation and Eric with Nationwide Retirement Solutions

    SEE ATTACHMENTS ON PAGES 253 - 264

    Action: NONE

16. Receive and file Financial & Operating Statements – County Funds Only for the Month Ending May 31, 2019.

    SEE ATTACHMENTS ON PAGES 265 - 279

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

17. Regular County Bills – check #460261through checks #460529.

    SEE ATTACHMENTS ON PAGES 280 - 289

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

COUNTY COMMISSIONERS:

18. Consider possibly approve and accept a donation from Roebuck & Thomas, PLLC in the amount of $250.00 to defray the costs of plates, drinks, and necessary items and small gifts for graduation of those who complete the Family Drug Court program, pursuant to Section 81.032, Texas Local Government Code.

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

19. Consider possibly approve and accept a donation from Tina's Heavenly Touch Day Spa in the amount of $60.00 individual gift cards as a graduation gift for those who complete the Family Drug Court program, pursuant to Section 81.032, Texas Local Government Code.

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

20. Consider, possibly approve and authorize the County Judge to execute Funding Agreement between Jefferson County and the Texas Historical Commission for grant funds for development of an updated Courthouse Preservation Master Plan (Project) for the rehabilitation and restoration of the Jefferson County Courthouse (Property).

    SEE ATTACHMENTS ON PAGES 290 - 324

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

21. Receive and file executed Inter-local Agreement between Jefferson County and the City of Port Arthur pursuant Sec. 791.014, Texas Government Code.

    SEE ATTACHMENTS ON PAGES 325 - 330

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

22. Consider, possibly approve, receive and file annual audit of Jefferson County Emergency Services District No. 3, pursuant to Sec. 775.082, Texas Health & Safety Code.

    SEE ATTACHMENTS ON PAGES 331 - 370

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

ENGINEERING:

23. Execute, receive and file Easement Agreement with Enterprise TE Products Pipeline Company LLC. This is a proposed 30 inch pipeline easement at the Jack Brooks Airport Runway extension Tract No.: TX-JF-0025.00000, Public Records 2001008588—138.568 acres, Jefferson County Texas. Property is located in Precinct No. 2.

SEE ATTACHMENTS ON PAGES 371 - 382

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

24. Execute, receive and file Easement Agreement with Enterprise TE Products Pipeline Company LLC. This is a proposed 30 inch pipeline easement at the Jack Brooks Airport Runway extension Tract No.: TX-JF-0029.00000, Public Records 2001015448—0.54 acres, Jefferson County Texas. Property is located in Precinct No. 2.

SEE ATTACHMENTS ON PAGES 383 - 394

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

25. Consider and possibly approve the Final Plat of Briar Ridge Ranch Phase I out of the M. E. Peveto Survey Section 34, Abstract No. 653, Jefferson County, Texas and located off Thompson Road in Precinct No. 1. This plat is not within any ETJ (extra-territorial jurisdiction) and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 395 - 396

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

26. Consider and possibly approve the Final Plat of Briar Ridge Ranch Phase 2 out of the M. E. Peveto Survey Section 34, Abstract No. 653, Jefferson County, Texas and located off Thompson Road in Precinct No. 1. This plat is not within any ETJ (extra-territorial jurisdiction) and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 397 - 398

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

HUMAN RESOURCES:

27. Consider and possibly approve granting extended leave without pay for up to 90 days for Sheri Sutton, a 172nd District Court employee.

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

ADDENDUMS

RISK MANAGEMENT:

28. Consider and possibly approve renewal of Airport Owners and Operators Liability coverage with Ace Property and Casualty Insurance Company, effective June 1, 2019, for an annual premium of $8,774.00, with a three year fixed premium policy option (premiums will be paid with Airport budgeted funds).

SEE ATTACHMENTS ON PAGES 399 - 423

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

_____

Jeff R. Branick
County Judge

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

May 13, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-029/YS, Term Contract for Pest Control Services 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 Pest Control Services for Jefferson County**

BID NO: **IFB 19-029/YS**

DUE DATE/TIME: **11:00 AM CT, Tuesday, June 11, 2019**

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

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

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – May 15, 2019 and May 22, 2019

IFB 19-029/YS
Term Contract for Pest Control Services for Jefferson County
Bids due: 11:00 AM CT, June 11, 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, 1st Floor
Beaumont, TX 77701

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

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

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

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

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

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

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

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

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

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (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.

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

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 documentati n, will be cause to reject any bid applying thereto.

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on 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 worl week unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

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

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

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

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

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

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

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

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **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 . Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

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

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

4. Multiple Vendor Award

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

5. Delivery

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

6. Payment

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

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

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

7. Usage Reports

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

8. Insurance

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

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

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

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

Minimum Insurance Requirements:

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

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

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

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

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

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

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

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

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

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

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

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

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-029/YS.

Scope

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for a term contract for pest control services and related items for an initial contract period of one (1) year, with an option to renew for four (4) additional years.

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.

The contractor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment pest control services for all areas and building specified herein including, but not limited to, rooms, closets, lounges, toilets, kitchens, hallways, stairwells, basement, attics, and laboratories.

Description

The contractor shall furnish and deliver as required pest control services that consist of baiting as the primary control, and spraying as the secondary control (if needed), for various facilities through Jefferson County. All areas in each facility, regardless of occupying tenants, shall receive pest control services in compliance with the administrative provisions of the Texas Structural Pest Control Act (TSPCA). Chemicals and poisons shall be utilized with care in the following manner:

1. Chemicals and/or poisons shall be handled and transported in strict accordance with product manufacturer, or as specified herein. Receptacles will not be placed in an area readily accessible to the public.
2. Chemicals and/or baits to be used shall be specifically designed for use in rodent and pest control work. The chemicals must be acceptable to the appropriate controlling Federal, State and Local agencies, or, if chemicals are proprietary preparations, they shall be registered under Federal Insecticide, Fungicide and Rodenticide Act for their proper use. **Material Safety Data Sheets for each chemical used on the property must be furnished to the contact person.** Only Environmental Protection Agency (EPA) approved non-flammable, non-injurious products may be used for work under this contract.
3. The chemicals and/or poisons shall be applied at the dosage rate and by the methods prescribed by the appropriate controlling agencies, laws, regulations, codes and ordinances, or in accordance with the directions for use acceptable for registration of the products under the Federal Act. No pesticide shall be used in any manner inconsistent with its labeling. All pesticides used in the pest control program shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to. **A statement of the methods to be used shall accompany the bid.**
4. **Extreme caution** must be taken by the contractor to protect human life from toxicity, poison or harm from the traps, poisons, bait stations, and chemicals used in extermination and pest control services. The contractor shall take all precautionary measures to safeguard the health and well-being of the building occupants and to protect their foods, furnishings and surroundings from harmful or distasteful odors, stains, spoilage or damage of any description. The Contractor shall be responsible for the safe use and application of the pesticides used in the pest control program. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Health and Safety Administration (OSHA) standards for the products being used.
5. Inspections. Pest control programs shall be inspected at the discretion of the County to determine if such programs are being safely and effectively carried out and if these specifications are being complied with.
6. Structural Modification. Any modification of any structure covered by the Agreement shall be done by the County.

Square footage, as noted on the Bid Form, is estimated only. Bidder is responsible for verification of all areas described. As necessary, contractor may view area to be treated by arranging with contact person.

Service shall be performed according to the terms on the Bid Form (page 24) and will be coordinated with the individual contact person for each facility. **Contractor must provide to the Jefferson County contact person a treatment schedule that will be followed on a regular basis.** The Jefferson County contact person must approve any changes to the treatment schedule. The contractor's service representative will report to each location's contact person prior to performing any work. **Contractor shall provide and post in each facility a notice of pest control treatment as required by TSPCA.** The contact person(s) will notify the service representative of any infestation problems. If contractor is not able to complete a treatment as scheduled, a twenty-four (24) hour notice must be given to the Jefferson County contact person. Documentation of work performed must be signed by a Jefferson County employee or representative at the time service is performed.

Definitions of terms as noted on the Price Sheets and required for services by the County are as follows:

1. **Location** – A designated building or buildings or portion of a building owned or leased by the County at the address given. Each location will require service in certain areas including, but not limited to, wall, floors, doors, ceilings, restroom facilities, attics, foundation, basements, tunnels, chases, contents and tracts or parcels of land upon which buildings are situated. Vendor is advised that certain locations include food and/or medical facilities and that all appropriate safety precautions must be taken. A few locations require periodic treatment to building grounds and/or trash/garbage areas. These are noted herein according to information supplied.
2. **Standard** – During each scheduled service, the building's accessible perimeter and exterior entry points (doors and windows included) shall be treated; also all public areas such as restrooms, public corridors, kitchens, kitchenettes; and/or any area where pestilence breeding is enhanced shall be treated for control of roaches (American, German & Oriental), ants (excluding carpenter and pharaoh), water bugs, silverfish and other "household" pests included by industry definition.
3. **Bees** – includes additional service for swarm control of bees, wasps, hornets and like pests.
4. **Spiders** – Treat all accessible exterior entry points, baseboards, perimeter points and other areas where spider breeding is enhanced.
5. **Ants** (all types) – Treat all accessible exterior entry points, moisture areas, plumbing areas, and baseboards as needed.
6. **Rodents** – Treat areas upon inspection based upon sightings, droppings, urine stains, and gnaws marks.
7. **Callbacks** – shall be construed as service needed between regularly scheduled visits. All callbacks shall be provided at no charge to Jefferson County, as necessary to achieve and maintain satisfactory results. If Jefferson County inspects a facility and finds an infestation, a recall for service to the facility will be completed within two (2) working days.

Contractor shall:

1. Have been engaged in the business of providing commercial structural pest control services for a minimum of three (3) years within the last five (5) years.
2. Have a current business license from the Texas Structural Pest Control Board.
3. Be a Certified Commercial Applicator for pest control service in accordance with TAC 22, Pt. 25, 593.1
4. Provide documentation of applicable license, certification, and/or Commercial Certified Applicator, and Licensed Commercial Technician when requested by Jefferson County. Jefferson County reserves the right to request documentation at any time during the service period.

Bidder Information Form

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

Bid Name & Number: IFB 19-029/YS, Term Contract for Pest Control Services for Jefferson County

Bidder's Company/Business Name: Aattaboy Termite & Pest Control, Inc.

Bidder's TAX ID Number: 208381290

Contact Person: Jackie Papania **Title:** HR/Controller

Phone Number (with area code): (409) 722-3134 Office (936) 208-2375 Jackie's Cell

Alternate Phone Number if available (with area code): (936) 652-4134 Guy Papania Cell

Fax Number (with area code): (409) 722-1018

Email Address: jpapania@aattaboy.com

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

P.O. BOX 992 / 1417 Magnolia Ave. Suite B
Address

Port Neches, TX. 77651-0992
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Aattaboy Termite & Pest Control, Inc.
Company Name

PO Box 992/1417 Magnolia Ave. Suite B
Address

Port Neches, TX. 77651-0992
City State Zip

Signature of Person Authorized to Sign

Leonard (Guy) Papania
Printed Name

President
Title

For clarification of this offer, contact:

Jackie Papania
Name

(409)722-3134 (409)722-1018
Phone Fax

jpapania@aattaboy.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-029/YS, Term Contract for Pest Control Services 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	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per Year
A	**Beaumont**					
1	**Courthouse – Old Building** 1149 Pearl Street Beaumont, Texas 77701	242,899 Brick	Greg Keller 409-835 8511	5 pm – 12 midnight	$ $ 33.34	$ $ 400.08
2	**Courthouse – New Building** 1001 Pearl Street Beaumont, Texas 77701	220,000 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ $ 33.34	$ $ 400.08
3	**Sheriff's Department** 1001 Pearl Street Beaumont, Texas 77701	102,745 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ $ 25.00	$ $ 300.00
4	**Annex I** 1225 Pearl Street Beaumont, Texas 77701	33,553 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ $ 20.00	$ $ 240.00
5	**Annex II** 1295 Pearl Street Beaumont, TX 77701	25,032 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ $ 13.75	$ $ 165.00
6	**Service Center** 1295 Pearl Street Beaumont, Texas 77701	3,848 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ $ 10.00	$ $ 120.00
7	**Adult Probation Building** 820 Neches Beaumont, Texas 77701	20,832 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ $ 13.75	$ $ 165.00
8	**Jefferson County Women's Center** 145 S. 11th Street Beaumont, TX 77702	9,600 Metal	Kim Atkins 409-833-2391	1:00 pm – 3:30 pm	$ $ 45.00	$ $ 540.00
9	**Health & Welfare** 1295 Pearl Street Beaumont, Texas 77701	3,700 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ $ 10.00	$ $ 120.00
10	**Precinct # 1 Service Center** 20205 Hwy. 90 China, Texas 77613	7,340	Jody Jannise 409-434-5430	7:00 am – 4:00 pm, Monday –Thursday	$ $ 10.00	$ $ 120.00

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per Year
11	**Precinct # 4 Service Center** 7790 Boyt Road Beaumont, Texas 77713	20,649 Brick/Block	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ $ 10.00	$ $ 120.00
12	**Precinct # 4 Stockyard Building** 2202 Hebert Road Beaumont, Texas 77705	627 Wood	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ $ 10.00	$ $ 120.00
13	**Precinct # 4 Stockyard** 2202 Herbert Road Beaumont, Texas 77705	2,694 Wood	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ $ 10.50	$ $ 126.00
B	**Juvenile Justice Center**					
1	**Minnie Rogers Juvenile Justice Center** 5326 Hwy 69 S. Beaumont, Texas 77705	50,355 Metal/Block	Chief Ed Cockrell 409-722-7474	After 2:00 pm	$ $ 70.00	$ $ 840.00
C	**Airport and Mid County Facilities**					
1	**Jerry Ware Terminal – Jack Brooks Regional Airport** 5000 Jerry Ware Drive Beaumont, Texas 77705	20,000 Brick	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ $ 18.00	$ $ 216.00
2	**Main Terminal Building – Jack Brooks Regional Airport** 6000 Airline Drive Beaumont, Texas 77705	41,988 Brick	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ $ 18.50	$ $ 222.00
3	**Terminal II Annex – Jack Brooks Regional Airport** 5000 Jerry Ware Drive Beaumont, Texas 77705	3,000 Brick	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ $ 15.00	$ $ 180.00
4	**New Firehouse – Jack Brooks Regional Airport** 5000 Jerry Ware Dr., Suite 100 Beaumont, Texas 77705	5,794 Brick	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ $ 11.67	$ $ 140.04

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
5	**Hangar #7 Office - Jack Brooks Regional Airport** 4605 Airport 3rd Street Beaumont, TX 77705	4,500 Metal	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ $ 19.75	$ $ 237.00
6	**Maintenance Shop - Jack Brooks Regional Airport** 4875 Parker Drive Rear Beaumont, TX 77705	1,800 Metal	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ $ 19.75	$ $ 237.00
7	**Mid County Tax Office** 4605 Jerry Ware Drive Beaumont, Texas 77705	2,476 Metal/Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ $ 13.74	$ $ 164.88
8	**Mid County Office Building** 7933 Viterbo Road Beaumont, Texas 77705	15,000 Metal/Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ $ 18.00	$ $ 216.00
9	**JP & Constable Bldg Pct.# 4** 19217 Hwy 365 Beaumont, Texas 77705	3800 Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 18.00	$ 216.00
10	**Precinct # 2 Service Center** 7759 Viterbo Road Beaumont, Texas 77705	14,400 Metal	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ $ 18.00	$ $ 216.00
11	**Precinct # 2 Labelle Yard** 12911 Hwy 365 Beaumont, Texas 77705	1,200 Steel & Wood	Bobby Kelly 409-626-1557	6:15 am – 5:00 pm Monday - Thursday	$ $ 21.00	$ $ 252.00
12	**Jefferson County Sheriff's Office– Narcotics Division Office** 4640 Hangar Drive Beaumont, Texas 77705	4,500 Metal	Major Clay Woodward 409-726-2950	8:00 am – 5:00 pm By Appointment.	$ $ 18.34	$ $ 220.08
D	**South County Facilities**					
1	**Subcourthouse** 525 Lakeshore Drive Port Arthur, Texas 77640	19,700 Limestone	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$ $ 13.33	$ $ 159.96
2	**Subcourthouse Maintenance** 709 Lakeshore Drive Port Arthur, Texas 77640	2,000 Brick	Mark Bernard 409-983-8307	5 pm – 12 midnight By Appointment.	$ $ 10.00	$ $ 120.00
3	**Health & Welfare** 246 Dallas Avenue Port Arthur, Texas 77640	14,340 Brick	Mark Bernard 409-983-8307	5 pm – 12 midnight By Appointment.	$ $ 13.50	$ $ 162.00

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
4	**Juvenile Probation** 900 4th Street Port Arthur, Texas 77640	3,740 Brick	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$ $ 10.00	$ $ 120.00
5	**Precinct # 3** **Service Center** 5700 Jade Avenue Port Arthur, Texas 77640	7,140 Metal	Jason Castille 409-736-2851	8:00 am - 5:00 pm By Appointment.	$ $ 18.00	$ $ 216.00
6	**Precinct # 3** **Stockyard** 24420 Hwy 124 Hamshire, Texas 77622	5,396 Metal	Jason Castille 409-736-2851	8:00 am - 5:00 pm By Appointment.	$ $ 10.00	$ $ 120.00
7	**Precinct # 3 Service Center Storage Shed** 5700 Jade Avenue Port Arthur, Texas 77640	7,500 Metal	Jason Castille 409-736-2851	8:00 am - 5:00 pm By Appointment.	$ $ 13.75	$ $ 165.00
8	**Jefferson County Sheriff's Office – Marine Unit** 5960 S. 1st Street Sabine Pass, Texas 77655	4,071 Hardy Plank (concrete)/ Metal Roof	Major Clay Woodward 409-726-2950	8:00 am – 5:00 pm By Appointment.	$ $ 18.34	$ $ 220.08

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Signature Page

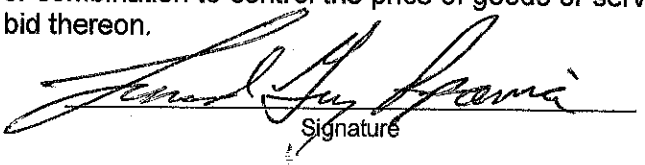
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the 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.

Aattaboy Termite & Pest Control, Inc	
Bidder (Entity Name)	Signature
PO Box 992/1417 Magnolia Ave. Suite B	Leonard Guy Papania
Street & Mailing Address	Print Name
Port Neches, TX. 77651	5/28/2019
City, State & Zip	Date Signed
409-722-3134	409-722-1018
Telephone Number	Fax Number
jpapania@aattaboy.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

Aattaboy Termite & Pest Control, Inc.

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

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

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

_____
Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

4

Signature of vendor doing business with the governmental entity

5/28/2019
Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

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

Aattaboy Termite & Pest Control, Inc.

4 Description of the nature and extent of employment or other business relationship with vendor named in item 3

Pest Control / Termite Control

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted N/A Description of Gift _____

Date Gift Accepted N/A Description of Gift _____

Date Gift Accepted N/A Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

N/A

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

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

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

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

Leonard Guy Papania
Printed Name of Authorized Representative

Signature

Manager
Title

5/28/2019
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

N/A

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

N/A

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

N/A

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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): Aattaboy Termite & Pest Control, Inc.

Title: Manager / CA

Signature: [signature]

Date: 5/28/2019

E-mail address: jpapania@aattaboy.com

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

Name (print or type): Penny Wakefield

Title: AR / Coordinator

Date: 5/28/2019

E-mail address: pwake@aattaboy.com

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 Hattaboy Termite & Pest Control, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	Hattaboy Termite & Pest Control, Inc.
Mailing address:	P.O. BOX 992, Port Neches, TX. 77651-0992
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

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

Jefferson County Tax Acct. No.*	Property address or location**
~~A##~~ QVP	
700000-000-004515-00000-0	Property ID: 387112-

* 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, Jackie Papania, the undersigned representative of (company or business name) Hattaby Termite & Pest Control, 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.

Jackie Papania
Signature of Company Representative

5-31-2019
Date

On this 31st day of May, 2019, personally appeared

Jackie Papania, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

MARIE POLK NOTARY PUBLIC STATE OF TEXAS ID#12578144-8 Exp 07/31/2022

Marie Polk
Notary Signature

5/31/2018
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.

Aattaboy Termite & Pest Control, Inc.
Company Name

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 prices offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Jackie Papania (name), who

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

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

for Aattaboy Termite & Pest Control, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Aattaboy Termite & Pest Control, Inc. (name of firm).

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

Name and address of bidder: Aattaboy Termite & Pest Control, Inc.
P.O.Box 992 / 1417 Magnolia Ave., Suite B, Port Neches, TX. 77651-0992

Fax: (409) 722-1018 Telephone# (409) 722-3134

by: Jackie Papania (print name) Title: HR/Controller/Co-Owner

Signature: Jackie Papania

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

this the 31 day of May, 2019

MARIE POLK NOTARY PUBLIC STATE OF TEXAS ID#125784-8 EXP 07/31/2022

Marie Polk
Notary Public in and for
the State of TEXAS

Bidder Shall Return Completed Form with Offer.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ricky L. Calliham
Ricky Calliham(1956295) 3515 Mockingbird St Ste B Orange TX 77630-2961	PHONE (A/C, NO, EXT): 409-886-9750 / FAX (A/C, NO): 409-886-5460 E-MAIL ADDRESS: rcalliham@farmersagent.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
AATTABOY TERMITE & PEST CONTROL INC 1417 MAGNOLIA AVE, Ste B PO Box 992 PORT NECHES TX 77651	INSURER A: Markel Insurance Company	38970
	INSURER B: Farmers Texas County Mutual Insurance Company	24392
	INSURER C: Commerce and Industry Insurance Company	19410
	INSURER D: Texas Mutual Workers Compensation Insurance	22945
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	Y	PCG20040589-00	08-31-2018	08-31-2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	605864096	09/16/2018	09/16/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	Y	Y	BE 017507924	08-31-2018	08-31-2019	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0004117629	09-01-2018	09-01-2019	☒ PER STATUTE ☐ OTHER	$
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

2011 FORD F150 1FTFW1EF5BKD86739, 2011 FORD F250 1FT7W2BT3B08666, 2004 FORD F150 1FTRF12W44NA23920, 2008 FORD RANGER SUP 1FTYR14E78PA0123, 2000 Dodge Dakota 1B7GL22X5YS634724, 2008 Ford F150 1FTRF12248KC34149
WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER AND
ADDITIONAL INSURED

CERTIFICATE HOLDER	CANCELLATION
Jefferson County 1149 Pearl St Beaumont, TX 77701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ricky L Calliham

ACORD 25 (2016/03)
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31-1769 11-15
The ACORD name and logo are registered marks of ACORD

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Aattaboy Termite & Pest Control, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1417 Magnolia Ave. Suite B

6 City, state, and ZIP code
Port Neches, TX. 77651

7 List account number(s) here (optional)

Requester's name and address (optional)
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
2	0	-	8	3	8	1	2	9	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** Jackie Lapania **Date ▶** May 31, 2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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Jefferson County
Purchasing Department
ATTN: Yea-Mei Sauer, CTPM
1149 Pearl, Street
1st Floor
Beaumont, Texas 77701

RECEIVED 11:53 AM JUN 05 2019

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

May 13, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-029/YS, Term Contract for Pest Control Services 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 Pest Control Services for Jefferson County**
BID NO:	**IFB 19-029/YS**
DUE DATE/TIME:	**11:00 AM CT, Tuesday, June 11, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

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

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – May 15, 2019 and May 22, 2019

ORIGINAL

IFB 19-029/YS
Term Contract for Pest Control Services for Jefferson County
Bids due: 11:00 AM CT, June 11, 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, 1st Floor
Beaumont, TX 77701

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

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

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

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

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

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

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

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

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

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

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

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

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

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

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

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

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

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

4. Multiple Vendor Award

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

5. Delivery

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

6. Payment

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

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

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

7. Usage Reports

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

8. Insurance

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

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

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

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

Minimum Insurance Requirements:

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

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

Workers' Compensation	Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

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

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

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

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

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

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

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

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

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

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-029/YS.

Scope

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for a term contract for pest control services and related items for an initial contract period of one (1) year, with an option to renew for four (4) additional years.

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.

The contractor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment pest control services for all areas and building specified herein including, but not limited to, rooms, closets, lounges, toilets, kitchens, hallways, stairwells, basement, attics, and laboratories.

Description

The contractor shall furnish and deliver as required pest control services that consist of baiting as the primary control, and spraying as the secondary control (if needed), for various facilities through Jefferson County. All areas in each facility, regardless of occupying tenants, shall receive pest control services in compliance with the administrative provisions of the Texas Structural Pest Control Act (TSPCA). Chemicals and poisons shall be utilized with care in the following manner:

1. Chemicals and/or poisons shall be handled and transported in strict accordance with product manufacturer, or as specified herein. Receptacles will not be placed in an area readily accessible to the public.
2. Chemicals and/or baits to be used shall be specifically designed for use in rodent and pest control work. The chemicals must be acceptable to the appropriate controlling Federal, State and Local agencies, or, if chemicals are proprietary preparations, they shall be registered under Federal Insecticide, Fungicide and Rodenticide Act for their proper use. **Material Safety Data Sheets for each chemical used on the property must be furnished to the contact person.** Only Environmental Protection Agency (EPA) approved non-flammable, non-injurious products may be used for work under this contract.
3. The chemicals and/or poisons shall be applied at the dosage rate and by the methods prescribed by the appropriate controlling agencies, laws, regulations, codes and ordinances, or in accordance with the directions for use acceptable for registration of the products under the Federal Act. No pesticide shall be used in any manner inconsistent with its labeling. All pesticides used in the pest control program shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to. **A statement of the methods to be used shall accompany the bid.**
4. **Extreme caution** must be taken by the contractor to protect human life from toxicity, poison or harm from the traps, poisons, bait stations, and chemicals used in extermination and pest control services. The contractor shall take all precautionary measures to safeguard the health and well-being of the building occupants and to protect their foods, furnishings and surroundings from harmful or distasteful odors, stains, spoilage or damage of any description. The Contractor shall be responsible for the safe use and application of the pesticides used in the pest control program. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Health and Safety Administration (OSHA) standards for the products being used.
5. Inspections. Pest control programs shall be inspected at the discretion of the County to determine if such programs are being safely and effectively carried out and if these specifications are being complied with.
6. Structural Modification. Any modification of any structure covered by the Agreement shall be done by the County.

Bidder Information Form

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

Bid Name & Number: IFB 19-029/YS, Term Contract for Pest Control Services for Jefferson County

Bidder's Company/Business Name: GUARDTECH PEST MANAGEMENT, INC

Bidder's TAX ID Number: 76-0605039

Contact Person: KENNETH CARR **Title:** PRESIDENT

Phone Number (with area code): 409-813-2290

Alternate Phone Number if available (with area code): 409-899-2842

Fax Number (with area code): 409-838-4155

Email Address: Kenneth@guardtechpest.com

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

6550 CONCORD RD
Address

BEAUMONT, TX 77708
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

GUARDTECH PEST MGMT, INC. For clarification of this offer, contact:
Company Name

6550 CONCORD RD
Address

KENNETH W. CARR
Name

BEAUMONT, TX 77708
City State Zip

409-813-2290 409-838-4155
Phone Fax

Signature of Person Authorized to Sign

Kenneth@guardtechpest.com
E-mail

KENNETH W. CARR
Printed Name

PRESIDENT
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-029/YS, Term Contract for Pest Control Services 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	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per Year
A	**Beaumont**					
1	**Courthouse – Old Building** 1149 Pearl Street Beaumont, Texas 77701	242,899 Brick	Greg Keller 409-835 8511	5 pm – 12 midnight	$ 75.00/	$ 900.00/
2	**Courthouse – New Building** 1001 Pearl Street Beaumont, Texas 77701	220,000 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 75.00/	$ 900.00/
3	**Sheriff's Department** 1001 Pearl Street Beaumont, Texas 77701	102,745 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 45.00/	$ 540.00/
4	**Annex I** 1225 Pearl Street Beaumont, Texas 77701	33,553 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 35.00/	$ 420.00/
5	**Annex II** 1295 Pearl Street Beaumont, TX 77701	25,032 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 35.00/	$ 420.00/
6	**Service Center** 1295 Pearl Street Beaumont, Texas 77701	3,848 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 15.00/	$ 180.00/
7	**Adult Probation Building** 820 Neches Beaumont, Texas 77701	20,832 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 25.00/	$ 300.00/
8	**Jefferson County Women's Center** 145 S. 11th Street Beaumont, TX 77702	9,600 Metal	Kim Atkins 409-833-2391	1:00 pm – 3:30 pm	$ 35.00/	$ 420.00/
9	**Health & Welfare** 1295 Pearl Street Beaumont, Texas 77701	3,700 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 25.00/	$ 300.00/
10	**Precinct # 1 Service Center** 20205 Hwy. 90 China, Texas 77613	7,340	Jody Jannise 409-434-5430	7:00 am – 4:00 pm, Monday –Thursday	$ 35.00/	$ 420.00/

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per Year
11	**Precinct # 4 Service Center** 7790 Boyt Road Beaumont, Texas 77713	20,649 Brick/Block	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 35.00/	$ 420.00/
12	**Precinct # 4 Stockyard Building** 2202 Hebert Road Beaumont, Texas 77705	627 Wood	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 10.00/	$ 120.00/
13	**Precinct # 4 Stockyard** 2202 Herbert Road Beaumont, Texas 77705	2,694 Wood	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 25.00/	$ 300.00/
B	**Juvenile Justice Center**					
1	**Minnie Rogers Juvenile Justice Center** 5326 Hwy 69 S. Beaumont, Texas 77705	50,355 Metal/Block	Chief Ed Cockrell 409-722-7474	After 2:00 pm	$ 65.00/	$ 780.00/
C	**Airport and Mid County Facilities**					
1	**Jerry Ware Terminal – Jack Brooks Regional Airport** 5000 Jerry Ware Drive Beaumont, Texas 77705	20,000 Brick	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ 40.00/	$ 480.00/
2	**Main Terminal Building – Jack Brooks Regional Airport** 6000 Airline Drive Beaumont, Texas 77705	41,988 Brick	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ 55.00/	$ 660.00/
3	**Terminal II Annex – Jack Brooks Regional Airport** 5000 Jerry Ware Drive Beaumont, Texas 77705	3,000 Brick	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ 25.00/	$ 300.00/
4	**New Firehouse – Jack Brooks Regional Airport** 5000 Jerry Ware Dr., Suite 100 Beaumont, Texas 77705	5,794 Brick	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ 35.00/	$ 420.00/

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
5	**Hangar #7 Office - Jack Brooks Regional Airport** 4605 Airport 3rd Street Beaumont, TX 77705	4,500 Metal	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ 35.00/	$ 420.00/
6	**Maintenance Shop - Jack Brooks Regional Airport** 4875 Parker Drive Rear Beaumont, TX 77705	1,800 Metal	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ 25.00/	$ 300.00/
7	**Mid County Tax Office** 4605 Jerry Ware Drive Beaumont, Texas 77705	2,476 Metal/Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 35.00/	$ 420.00/
8	**Mid County Office Building** 7933 Viterbo Road Beaumont, Texas 77705	15,000 Metal/Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 40.00/	$ 480.00/
9	**JP & Constable Bldg Pct.# 4** 19217 Hwy 365 Beaumont, Texas 77705	3800 Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	35.00	420.00/
10	**Precinct # 2 Service Center** 7759 Viterbo Road Beaumont, Texas 77705	14,400 Metal	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 40.00/	$ 480.00/
11	**Precinct # 2 Labelle Yard** 12911 Hwy 365 Beaumont, Texas 77705	1,200 Steel & Wood	Bobby Kelly 409-626-1557	6:15 am – 5:00 pm Monday - Thursday	$ 35.00/	$ 420.00/
12	**Jefferson County Sheriff's Office– Narcotics Division Office** 4640 Hangar Drive Beaumont, Texas 77705	4,500 Metal	Major Clay Woodward 409-726-2950	8:00 am – 5:00 pm By Appointment.	$ 35.00/	$ 420.00/
D	**South County Facilities**					
1	**Subcourthouse** 525 Lakeshore Drive Port Arthur, Texas 77640	19,700 Limestone	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$ 55.00/	$ 660.00/
2	**Subcourthouse Maintenance** 709 Lakeshore Drive Port Arthur, Texas 77640	2,000 Brick	Mark Bernard 409-983-8307	5 pm – 12 midnight By Appointment.	$ 25.00/	$ 300.00/
3	**Health & Welfare** 246 Dallas Avenue Port Arthur, Texas 77640	14,340 Brick	Mark Bernard 409-983-8307	5 pm – 12 midnight By Appointment.	$ 40.00/	$ 480.00/

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
4	**Juvenile Probation** 900 4th Street Port Arthur, Texas 77640	3,740 Brick	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$ 40.00/	$ 480.00/
5	**Precinct # 3** **Service Center** 5700 Jade Avenue Port Arthur, Texas 77640	7,140 Metal	Jason Castille 409-736-2851	8:00 am - 5:00 pm By Appointment.	$ 40.00/	$ 480.00/
6	**Precinct # 3** **Stockyard** 24420 Hwy 124 Hamshire, Texas 77622	5,396 Metal	Jason Castille 409-736-2851	8:00 am - 5:00 pm By Appointment.	$ 40.00/	$ 480.00/
7	**Precinct # 3 Service Center Storage Shed** 5700 Jade Avenue Port Arthur, Texas 77640	7,500 Metal	Jason Castille 409-736-2851	8:00 am - 5:00 pm By Appointment.	$ 40.00/	$ 480.00/
8	**Jefferson County Sheriff's Office – Marine Unit** 5960 S. 1st Street Sabine Pass, Texas 77655	4,071 Hardy Plank (concrete)/ Metal Roof	Major Clay Woodward 409-726-2950	8:00 am – 5:00 pm By Appointment.	$ 40.00/	$ 480.00/

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 BEAUMONT

Address: 801 MAIN ST., BEAUMONT, TX 77701

Contact Person and Title: ROBIN STANTON / ADMIN ASST.

Phone: 409-880-3792 Fax:

Email Address: robin.stanton@beaumonttexas.gov Contract Period: 2 yrs

Scope of Work: PEST CONTROL

REFERENCE TWO

Government/Company Name: BISD

Address: 3395 HARRISON AVE, BEAUMONT, TX 77706

Contact Person and Title: TIM KLOCK / M

Phone: 409-201-6703 Fax:

Email Address: tklock@bmtisd.com Contract Period: N/A

Scope of Work: PEST CONTROL

REFERENCE THREE

Government/Company Name: PORT ARTHUR ISD

Address: 4801 9th AVE, PORT ARTHUR, TX 77642

Contact Person and Title: EDGAR REDEAUX / MAINTENANCE DIRETOR

Phone: 409-460-2146 Fax:

Email Address: eredeaux@paisd.org Contract Period: 5 yrs

Scope of Work: PEST CONTROL

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.

GUARDTECH PEST MGMT, INC Bidder (Entity Name)	Kenneth W Carr Signature
6550 CONCORD RD Street & Mailing Address	KENNETH W. CARR Print Name
BEAUMONT, TX 77708 City, State & Zip	9/16/19 Date Signed
409-813-2250 Telephone Number	409-838-4155 Fax Number

Kenneth@guardtechpest.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

NONE

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

NONE

4 [signature] — Signature of vendor doing business with the governmental entity

5/16/19 — Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

KENNETH W. CARR
Printed Name of Authorized Representative

Kenneth W Carr
Signature

PRESIDENT
Title

5/16/19
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

KENNETH W. CARR		5/16/19
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

N/A

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.

N/A

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): KENNETH W. CARR

Title: PRESIDENT

Signature: [signature]

Date: 5/16/19

E-mail address: Kenneth@guardtechpest.com

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

Name (print or type): TARA MCINNIS

Title: OFFICE MANAGER

Date: 5/16/19

E-mail address: tara@guardtechpest.com

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 GUARDTECH PEST MGMT [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	76-0605039
Company Name submitting bid/proposal:	GUARDTECH PEST MGMT, INC
Mailing address:	6550 CONCORD RD, BEAUMONT, TX 77708
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**
300050-000/013120-00000	6550 CONCORD RD, BEAUMONT, 77708

* 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, KENNETH W. CARR, the undersigned representative of (company or business name) GUARDTECH PEST MANAGEMENT, 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.

Signature of Company Representative

5/16/19
Date

On this 16th day of May, 2019, personally appeared Kenneth Carr, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

JOSEPH WAYNE DOUGHARTY
Notary Public, State of Texas
Comm. Expires 07-26-2020
Notary ID 130754021

Notary Signature

5/16/19
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.

GUARDTECH PEST MANAGEMENT, INC
Company Name

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_____ COUNTY OF_____

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

on this day personally appeared _____, who
(name)

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

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

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

foregoing on behalf of the said_____.
(name of firm)

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

Name and address of bidder: GUARDTECH PEST MANAGEMENT, INC.
6550 CONCORD RD, BEAUMONT, TX 77708

Fax: 409-838-4155 Telephone# 409-813-2290

by: KENNETH W. CARR Title: PRESIDENT
(print name)

Signature: Kenneth W Carr

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

this the 16th day of May, 2019.

JOSEPH WAYNE DOUGHARTY
Notary Public, State of Texas
Comm. Expires 07-26-2020
Notary ID 130764021

Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

101

GuardTech Pest Management, Inc.
6550 Concord
Beaumont, TX 77708

RECEIVED 12:45 PM MAY 28 2019

RECEIVED 12:45 PM MAY

SEALED BID

BID NAME: Term Contract for Pest Control Service for Jefferson County

BID NO: IFB 19-029/YS

DUE DATE: 11:00 AM CT, Tuesday, June 11, 2019

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

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

May 13, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-029/YS, Term Contract for Pest Control Services 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 Pest Control Services for Jefferson County**
BID NO:	**IFB 19-029/YS**
DUE DATE/TIME:	**11:00 AM CT, Tuesday, June 11, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

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

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – Ma

HOLDER'S PEST SOLUTIONS
A Copesan Pest Solutions Partner

Frank Banks
Commercial Account Manager

10530 Rockley Road, Suite 110
Houston, Texas 77099
Cell: 832-431-0968

Office: 281-561-9999
Toll Free: 1-800-562-8103
Fax: 281-575-6955

www.holderspestsolutions.com
fbanks@holderspestsolutions.com

IFB 19-029/YS
Term Contract for Pest Control Services for Jefferson County
Bids due: 11:00 AM CT, June 11, 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, 1st Floor
Beaumont, TX 77701

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

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

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

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

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

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

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

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

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

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on 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. Except to the extent a Claim arises from the negligent act or omission of a Jefferson County Indemnified Pary, successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees (collectively, "Jefferson County Indemnified Parties") from all suits, actions, or other claims (collectively, "Clamis") 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~~ either party may terminate thise ~~parties'~~ Agreement, in whole or in part, for ~~the~~ convenience~~. of the County. County shall~~ by givinge the other party ~~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, either party ~~Contractor~~ has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

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

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

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

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

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

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

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

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

4. Multiple Vendor Award

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

5. Delivery

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

6. Payment

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

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

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

7. Usage Reports

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

8. Insurance

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

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

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

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

Minimum Insurance Requirements:

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

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

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

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

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

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

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

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

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

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

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

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

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-029/YS.

Scope

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for a term contract for pest control services and related items for an initial contract period of one (1) year, with an option to renew for four (4) additional years.

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.

The contractor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment pest control services for all areas and building specified herein including, but not limited to, rooms, closets, lounges, toilets, kitchens, hallways, stairwells, basement, attics, and laboratories.

Description

The contractor shall furnish and deliver as required pest control services that consist of baiting as the primary control, and spraying as the secondary control (if needed), for various facilities through Jefferson County. All areas in each facility, regardless of occupying tenants, shall receive pest control services in compliance with the administrative provisions of the Texas Structural Pest Control Act (TSPCA). Chemicals and poisons shall be utilized with care in the following manner:

1. Chemicals and/or poisons shall be handled and transported in strict accordance with product manufacturer, or as specified herein. Receptacles will not be placed in an area readily accessible to the public.
2. Chemicals and/or baits to be used shall be specifically designed for use in rodent and pest control work. The chemicals must be acceptable to the appropriate controlling Federal, State and Local agencies, or, if chemicals are proprietary preparations, they shall be registered under Federal Insecticide, Fungicide and Rodenticide Act for their proper use. **Material Safety Data Sheets for each chemical used on the property must be furnished to the contact person.** Only Environmental Protection Agency (EPA) approved non-flammable, non-injurious products may be used for work under this contract.
3. The chemicals and/or poisons shall be applied at the dosage rate and by the methods prescribed by the appropriate controlling agencies, laws, regulations, codes and ordinances, or in accordance with the directions for use acceptable for registration of the products under the Federal Act. No pesticide shall be used in any manner inconsistent with its labeling. All pesticides used in the pest control program shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to. **A statement of the methods to be used shall accompany the bid.**
4. **Extreme caution** must be taken by the contractor to protect human life from toxicity, poison or harm from the traps, poisons, bait stations, and chemicals used in extermination and pest control services. The contractor shall take all precautionary measures to safeguard the health and well-being of the building occupants and to protect their foods, furnishings and surroundings from harmful or distasteful odors, stains, spoilage or damage of any description. The Contractor shall be responsible for the safe use and application of the pesticides used in the pest control program. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Health and Safety Administration (OSHA) standards for the products being used.
5. Inspections. Pest control programs shall be inspected at the discretion of the County to determine if such programs are being safely and effectively carried out and if these specifications are being complied with.
6. Structural Modification. Any modification of any structure covered by the Agreement shall be done by the County.

Square footage, as noted on the Bid Form, is estimated only. Bidder is responsible for verification of all areas described. As necessary, contractor may view area to be treated by arranging with contact person.

Service shall be performed according to the terms on the Bid Form (page 24) and will be coordinated with the individual contact person for each facility. **Contractor must provide to the Jefferson County contact person a treatment schedule that will be followed on a regular basis.** The Jefferson County contact person must approve any changes to the treatment schedule. The contractor's service representative will report to each location's contact person prior to performing any work. **Contractor shall provide and post in each facility a notice of pest control treatment as required by TSPCA.** The contact person(s) will notify the service representative of any infestation problems. If contractor is not able to complete a treatment as scheduled, a twenty-four (24) hour notice must be given to the Jefferson County contact person. Documentation of work performed must be signed by a Jefferson County employee or representative at the time service is performed.

Definitions of terms as noted on the Price Sheets and required for services by the County are as follows:

1. **Location** – A designated building or buildings or portion of a building owned or leased by the County at the address given. Each location will require service in certain areas including, but not limited to, wall, floors, doors, ceilings, restroom facilities, attics, foundation, basements, tunnels, chases, contents and tracts or parcels of land upon which buildings are situated. Vendor is advised that certain locations include food and/or medical facilities and that all appropriate safety precautions must be taken. A few locations require periodic treatment to building grounds and/or trash/garbage areas. These are noted herein according to information supplied.
2. **Standard** – During each scheduled service, the building's accessible perimeter and exterior entry points (doors and windows included) shall be treated; also all public areas such as restrooms, public corridors, kitchens, kitchenettes; and/or any area where pestilence breeding is enhanced shall be treated for control of roaches (American, German & Oriental), ants (excluding carpenter and pharaoh), water bugs, silverfish and other "household" pests included by industry definition.
3. **Bees** – includes additional service for swarm control of bees, wasps, hornets and like pests.
4. **Spiders** – Treat all accessible exterior entry points, baseboards, perimeter points and other areas where spider breeding is enhanced.
5. **Ants** (all types) – Treat all accessible exterior entry points, moisture areas, plumbing areas, and baseboards as needed.
6. **Rodents** – Treat areas upon inspection based upon sightings, droppings, urine stains, and gnaws marks.
7. **Callbacks** – shall be construed as service needed between regularly scheduled visits. All callbacks shall be provided at no charge to Jefferson County, as necessary to achieve and maintain satisfactory results. If Jefferson County inspects a facility and finds an infestation, a recall for service to the facility will be completed within two (2) working days.

Contractor shall:

1. Have been engaged in the business of providing commercial structural pest control services for a minimum of three (3) years within the last five (5) years.
2. Have a current business license from the Texas Structural Pest Control Board.
3. Be a Certified Commercial Applicator for pest control service in accordance with TAC 22, Pt. 25, 593.1
4. Provide documentation of applicable license, certification, and/or Commercial Certified Applicator, and Licensed Commercial Technician when requested by Jefferson County. Jefferson County reserves the right to request documentation at any time during the service period.

Bidder Information Form

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

Bid Name & Number: IFB 19-029/YS, Term Contract for Pest Control Services for Jefferson County

Bidder's Company/Business Name: Holders pest Solutions

Bidder's TAX ID Number: 39-1316569

Contact Person: Frank Banks **Title:** CAM

Phone Number (with area code): (832) 431-0968

Alternate Phone Number if available (with area code): 1(800) 562-8103

Fax Number (with area code): (920) 731-7830

Email Address: Fbanks@holderspestsolutions.com

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

10530 Rockley Rd, suite 110
Address

Houston, TX 77009
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Holders pest solutions
Company Name

10530 Rockley Rd suite 110
Address

Houston TX 77099
City State Zip

Frank Banks
Signature of Person Authorized to Sign

Frank Banks
Printed Name

CAM
Title

For clarification of this offer, contact:

Frank Banks
Name

(832) 431-0968
Phone Fax

Fbanks@holderspestsolutions.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-029/YS, Term Contract for Pest Control Services 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	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per Year
A	**Beaumont**					
1	**Courthouse – Old Building** 1149 Pearl Street Beaumont, Texas 77701	242,899 Brick	Greg Keller 409-835 8511	5 pm – 12 midnight	$ 460	$ 5520
2	**Courthouse – New Building** 1001 Pearl Street Beaumont, Texas 77701	220,000 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 370	$ 4440
3	**Sheriff's Department** 1001 Pearl Street Beaumont, Texas 77701	102,745 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 313	$ 3756
4	**Annex I** 1225 Pearl Street Beaumont, Texas 77701	33,553 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 292	$ 3504
5	**Annex II** 1295 Pearl Street Beaumont, TX 77701	25,032 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 256	$ 3072
6	**Service Center** 1295 Pearl Street Beaumont, Texas 77701	3,848 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 193	$ 2316
7	**Adult Probation Building** 820 Neches Beaumont, Texas 77701	20,832 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 279	$ 3348
8	**Jefferson County Women's Center** 145 S. 11th Street Beaumont, TX 77702	9,600 Metal	Kim Atkins 409-833-2391	1:00 pm – 3:30 pm	$ 221	$ 2652
9	**Health & Welfare** 1295 Pearl Street Beaumont, Texas 77701	3,700 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 193	$ 2316
10	**Precinct # 1 Service Center** 20205 Hwy. 90 China, Texas 77613	7,340	Jody Jannise 409-434-5430	7:00 am – 4:00 pm, Monday –Thursday	$ 265	$ 3180

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per Year
11	**Precinct # 4 Service Center** 7790 Boyt Road Beaumont, Texas 77713	20,649 Brick/Block	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 279	$ 3348
12	**Precinct # 4 Stockyard Building** 2202 Hebert Road Beaumont, Texas 77705	627 Wood	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 175	$ 2100
13	**Precinct # 4 Stockyard** 2202 Herbert Road Beaumont, Texas 77705	2,694 Wood	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 175	$ 2100
B	**Juvenile Justice Center**					
1	**Minnie Rogers Juvenile Justice Center** 5326 Hwy 69 S. Beaumont, Texas 77705	50,355 Metal/Block	Chief Ed Cockrell 409-722-7474	After 2:00 pm	$ 367	$ 3708
C	**Airport and Mid County Facilities**					
1	**Jerry Ware Terminal – Jack Brooks Regional Airport** 5000 Jerry Ware Drive Beaumont, Texas 77705	20,000 Brick	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ 278	$ 3336
2	**Main Terminal Building – Jack Brooks Regional Airport** 6000 Airline Drive Beaumont, Texas 77705	41,988 Brick	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ 364	$ 4368
3	**Terminal II Annex – Jack Brooks Regional Airport** 5000 Jerry Ware Drive Beaumont, Texas 77705	3,000 Brick	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ 201	$ 2412
4	**New Firehouse – Jack Brooks Regional Airport** 5000 Jerry Ware Dr., Suite 100 Beaumont, Texas 77705	5,794 Brick	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ 201	$ 2412

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
5	**Hangar #7 Office - Jack Brooks Regional Airport** 4605 Airport 3rd Street Beaumont, TX 77705	4,500 Metal	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ 2.01	$ 2412
6	**Maintenance Shop - Jack Brooks Regional Airport** 4875 Parker Drive Rear Beaumont, TX 77705	1,800 Metal	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ 2.01	$ 2412
7	**Mid County Tax Office** 4605 Jerry Ware Drive Beaumont, Texas 77705	2,476 Metal/Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 319	$ 3828
8	**Mid County Office Building** 7933 Viterbo Road Beaumont, Texas 77705	15,000 Metal/Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 2.01	$ 2412
9	**JP & Constable Bldg Pct.# 4** 19217 Hwy 365 Beaumont, Texas 77705	3800 Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	275	3300
10	**Precinct # 2 Service Center** 7759 Viterbo Road Beaumont, Texas 77705	14,400 Metal	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 2.01	$ 2412
11	**Precinct # 2 Labelle Yard** 12911 Hwy 365 Beaumont, Texas 77705	1,200 Steel & Wood	Bobby Kelly 409-626-1557	6:15 am – 5:00 pm Monday - Thursday	$ 2.01	$ 2412
12	**Jefferson County Sheriff's Office– Narcotics Division Office** 4640 Hangar Drive Beaumont, Texas 77705	4,500 Metal	Major Clay Woodward 409-726-2950	8:00 am – 5:00 pm By Appointment.	$ 2.01	$ 2412
D	**South County Facilities**					
1	**Subcourthouse** 525 Lakeshore Drive Port Arthur, Texas 77640	19,700 Limestone	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$ 293	$ 3516
2	**Subcourthouse Maintenance** 709 Lakeshore Drive Port Arthur, Texas 77640	2,000 Brick	Mark Bernard 409-983-8307	5 pm – 12 midnight By Appointment.	$ 2.65	$ 3180
3	**Health & Welfare** 246 Dallas Avenue Port Arthur, Texas 77640	14,340 Brick	Mark Bernard 409-983-8307	5 pm – 12 midnight By Appointment.	$ 275	$ 3300

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
4	**Juvenile Probation** 900 4th Street Port Arthur, Texas 77640	3,740 Brick	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$ 142	$ 1704
5	**Precinct # 3** **Service Center** 5700 Jade Avenue Port Arthur, Texas 77640	7,140 Metal	Jason Castille 409-736-2851	8:00 am - 5:00 pm By Appointment.	$ 128	$ 1536
6	**Precinct # 3** **Stockyard** 24420 Hwy 124 Hamshire, Texas 77622	5,396 Metal	Jason Castille 409-736-2851	8:00 am - 5:00 pm By Appointment.	$ 127	$ 1524
7	**Precinct # 3 Service Center Storage Shed** 5700 Jade Avenue Port Arthur, Texas 77640	7,500 Metal	Jason Castille 409-736-2851	8:00 am - 5:00 pm By Appointment.	$ 144	$ 1728
8	**Jefferson County Sheriff's Office – Marine Unit** 5960 S. 1st Street Sabine Pass, Texas 77655	4,071 Hardy Plank (concrete)/ Metal Roof	Major Clay Woodward 409-726-2950	8:00 am – 5:00 pm By Appointment.	$ 127	$ 1524

Acknowledgment of Addenda (if any):

Addendum 1 NA Date Received —

Addendum 2 NA Date Received —

Addendum 3 NA 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: NASA/Johnson Control Space Center

Address: 2101 NASA pKwy Houston, TX 77058

Contact Person and Title: Mor Lengar - Project Mgr

Phone: (281) 832-7105 Fax:

Email Address: morisha.d.lengar@nasa.gov Contract Period: 2011 - Now

Scope of Work: General pest solutions/power spray-Mosquitos

REFERENCE TWO

Government/Company Name: Social Security Administration

Address: 4015 Aldine Bender Rd Houston, TX 77032

Contact Person and Title: Jane Carter - Manager

Phone: (713) 463-9994 Fax:

Email Address: kmartin@premierps.Net Contract Period: 2012 - Now

Scope of Work: General pest Solutions

REFERENCE THREE

Government/Company Name: Town of San Felipe

Address: 927 6th st San Felipe, TX 77473

Contact Person and Title: Bobby Byars - Mayor

Phone: (979) 885-7035 Fax: (979) 885-0747

Email Address: bobby.byars10@gmail.com Contract Period: Now

Scope of Work: Termites

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.

Holder's Pest Solutions Bidder (Entity Name)	Frank Banks Signature
10530 Rockley Rd suite 110 Street & Mailing Address	Frank Banks Print Name
Houston, TX 77099 City, State & Zip	6/6/19 Date Signed
(800) 562-8103 Telephone Number	(920) 731-7830 Fax Number

fbanks@holderspestsolutions.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

	OFFICE USE ONLY
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

4

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

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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): Frank Banks

Title: CAM

Signature: Frank Banks

Date: 6/6/19

E-mail address: Ebanks@holderspestsolutions.com

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

Name (print or type): Michele Moline

Title: Manager - Account

Date: 6/6/19

E-mail address: billing@holderspestsolutions.com

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 Holder's pest solutions [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	39 - 1316569
Company Name submitting bid/proposal:	Holder's Pest Solutions
Mailing address:	10530 Rockley Rd Suite 110 Houston, TX 77099
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, Frank Banks, the undersigned representative of (company or business name) Holder's Pest Solutions (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.

Frank Banks
Signature of Company Representative

6/6/19
Date

On this 8th day of June, 2019, personally appeared

FRANK BANKS, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal
LAKEIA MARCH
MY COMMISSION EXPIRES
MAY 24, 2022
NOTARY ID: 124127499

Notary Signature

5/24/2019
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.

_____
Company Name

_____
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 Texas COUNTY OF Jefferson

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

on this day personally appeared _____, who
(name)

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

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

for Holder's Pest Solutions (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Holder's Pest Solutions (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: Holder's Pest Solutions
10530 Rockley Rd, Suite 110 Houston, TX 77099

Fax: (980) 731-7830 Telephone# (832) 431-0968

by: Frank Banks (print name) Title: CAM

Signature: Frank Banks

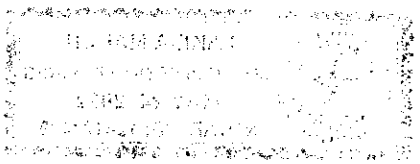
SUBSCRIBED AND SWORN to before me by the above-named
Frank Banks on

this the 8th day of June, 2019

LAKEIA MARCH
MY COMMISSION EXPIRES
MAY 24, 2022
NOTARY ID: 124127499

March
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.



2019 Applicator Credentials

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)
For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov

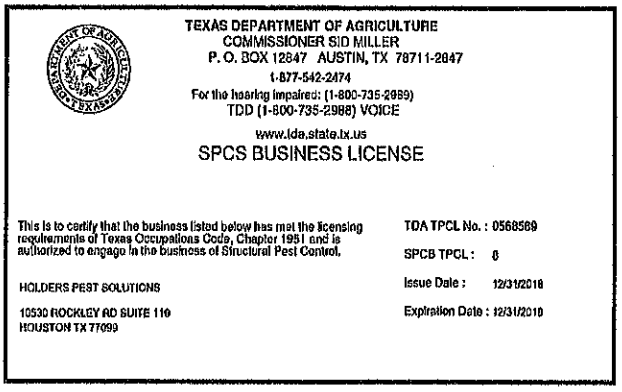
COMMERCIAL TECHNICIAN LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Administrative Code, Title 4, Part 13, Chapter 7, Subchapter H and Chapter 1951 of the Texas Occupations Code. The person whose name appears below is licensed to perform structural pest control under the supervision of a licensed certified applicator. The technician must receive instruction/supervision at least 3 times per week in the physical presence of a licensed certified applicator.

JAMES SMITH
HOLDERS PEST SOLUTIONS
10530 ROCKLEY RD SUITE 110
HOUSTON TX 77099

TDA TPCL No:	0568589
License No:	6693846
SPCB TPCL No:	8
Issue Date:	12/31/2017
Expiration Date:	12/31/2019
Categories:	

P,T



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TX 78711-2847
1-877-542-2474
For the hearing impaired: (1-800-735-2989)
TDD (1-800-735-2988) VOICE
www.tda.state.tx.us

SPCS BUSINESS LICENSE

This is to certify that the business listed below has met the licensing requirements of Texas Occupations Code, Chapter 1951 and is authorized to engage in the business of Structural Pest Control.

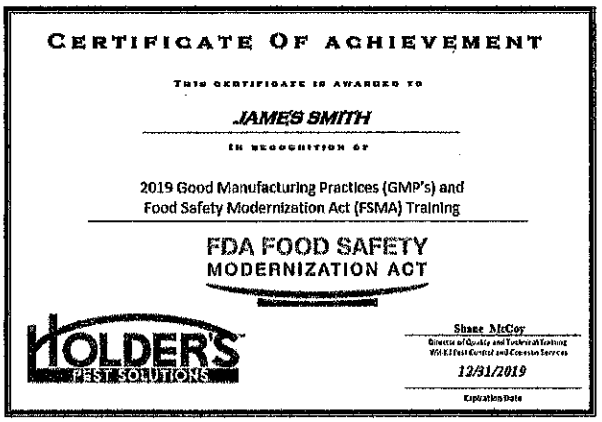
HOLDERS PEST SOLUTIONS

10530 ROCKLEY RD SUITE 110
HOUSTON TX 77099

TDA TPCL No. : 0568589
SPCB TPCL : 8
Issue Date : 12/31/2018
Expiration Date : 12/31/2019

Applicator License

Business License



CERTIFICATE OF ACHIEVEMENT

THIS CERTIFICATE IS AWARDED TO

JAMES SMITH

IN RECOGNITION OF

2019 Good Manufacturing Practices (GMP's) and
Food Safety Modernization Act (FSMA) Training

FDA FOOD SAFETY
MODERNIZATION ACT

HOLDER'S PEST SOLUTIONS

Shane McCoy
Director of Quality and Technical Training
Wildlife Pest Control and Consulting Services

12/31/2019

Expiration Date

CERTIFICATE OF ACHIEVEMENT

THIS CERTIFICATE IS AWARDED TO

JAMES SMITH

IN RECOGNITION OF

2019 Signature CARE Recertification
Pest Biology and IPM Regulations

HOLDER'S PEST SOLUTIONS

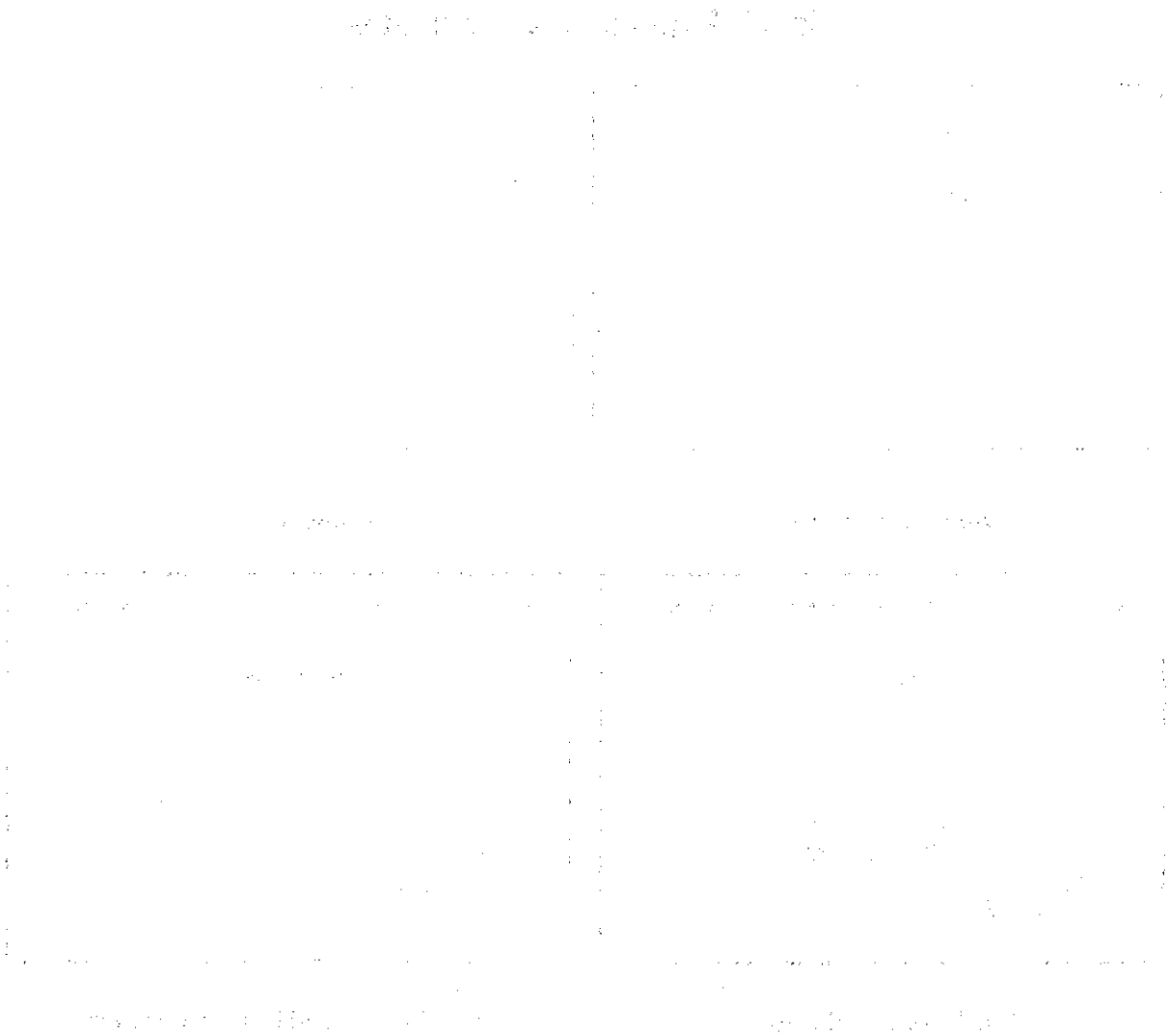
Shane McCoy
Director of Quality and Technical Training
Wildlife Pest Control and Consulting Services

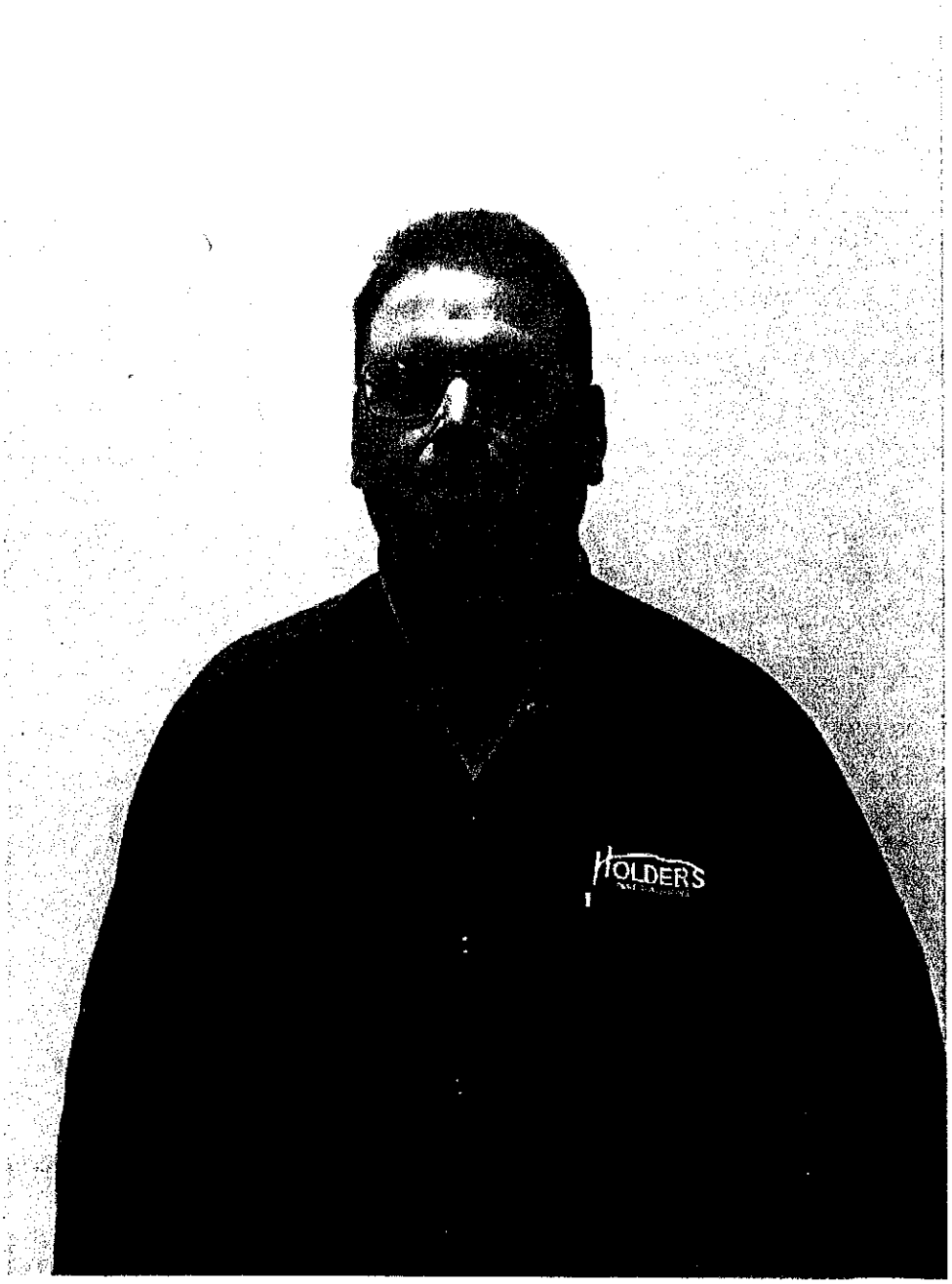
12/31/2019

Expiration Date

GMP/FSMA Certification

Pest Biology and IPM Certification




HOLDER'S

↓ THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT ALL TIMES ↓

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TX 78711-2847
1-877-542-2474
For the hearing impaired: (1-800-735-2989)
TDD (1-800-735-2988) VOICE

www.tda.state.tx.us

SPCS BUSINESS LICENSE

This is to certify that the business listed below has met the licensing requirements of Texas Occupations Code, Chapter 1951 and is authorized to engage in the business of Structural Pest Control.

HOLDERS PEST SOLUTIONS

10530 ROCKLEY RD SUITE 110
HOUSTON TX 77099

TDA TPCL No. : 0568589

SPCB TPCL : 8

Issue Date : 12/31/2018

Expiration Date : 12/31/2019

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
COPESAN SERVICES INC

2 Business name/disregarded entity name, if different from above
HOLDER'S PEST SOLUTIONS

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
W175 N5711 TECHNOLOGY DRIVE

Requester's name and address (optional)

6 City, state, and ZIP code
MENOMONEE FALLS WI 53051

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
3 9 - 1 3 1 6 5 6 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3/20/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

List of Pest Solutions Chemicals that can be used for the Jefferson County Gov't project

-If selected for this project we will provide SAFETY DATA SHEET on each product.

1). First Strike – Soft Bait

2). All- Weather Blox / Rats-Mouse killer

3). Contac Blox

4). Onslaught Fastcap

5). MGK

6). Suspend SC Insecticide

7). In Vade Bio Foam

8). NyGuard IGR

9). BorActin Powder

10). CB-80 Insecticide

11). Advion Cockroach Insecticide

12. Alpine Cockroach Gel Bait

13). In Tice Ant Bait

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	American Zurich Ins Co	40142
INSURER C:	Steadfast Insurance Company	26387
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Ramac (US) LLC
DBA Assured Environments
45 Broadway
10th Floor
New York NY 10006 USA

COVERAGES **CERTIFICATE NUMBER: 570074955760** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability X Pesticide or Herbicide Applicator Cov GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GL0293865610	01/01/2019	01/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$3,000,000 $3,000,000 $10,000 $3,000,000 $5,000,000 Included
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 2938657 10	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION			IPR379237901	01/01/2019	01/01/2021	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC293865410 AOS WC293865510 WI & MA	01/01/2019 01/01/2019	01/01/2020 01/01/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

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

Ramac (US) LLC DBA Assured Environments.FEIN# 13-3626081
Evidence of Coverage
Ramac (US) LLC DBA Barton Exterminating FEIN# 13-3626081
Ramac (US) LLC DBA OneSource Pest Control FEIN# 13-3626081

CERTIFICATE HOLDER

UPDATED COI WILL BE PROVIDED
UPON REQUEST AFTER AWARDING
HOLDER'S CONTRACT

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

Holder Identifier : EOC

Certificate No : 570074955760

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 570000078143
LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Ramac (US) LLC
POLICY NUMBER	
See Certificate Number: 570074955760	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570074955760	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Information

Additional Insured applies to the General Liability and Automobile Liability policies if required by written contract. Waiver of Subrogation applies to the General Liability, Automobile Liability and Workers Compensation policies if required by written contract.

Any party with which the named insured is contractually required to include as additional insured, loss payee or mortgagee, is automatically granted such status; mortgagees of property leased by the named insured are also automatically granted such status where required. However, coverage under the policy only applies to the extent of the coverage required by such contractual requirement and for the limits of liability specified in such contractual requirement, but in no event for insurance not afforded by the policy nor for limits of liability in excess of the applicable limits of liability of the policy.

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RECEIVED 11:06 AM JUN 10 2019

Term Contract For
Pest Control Services For
Jefferson County
IFB 19-029/ YS

Due: June 11 @ 11.00AM

Purchasing Dept:

Yea-Mei Sauer

Bidder Information Form

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

Bid Name & Number: IFB 19-029/YS, Term Contract for Pest Control Services for Jefferson County

Bidder's Company/Business Name: Select Safety and occupational Services

Bidder's TAX ID Number: 3-20565-3173-7

Contact Person: Heather Lowe **Title:** president

Phone Number (with area code): (936)641-9503

Alternate Phone Number if available (with area code): (936)334-9990

Fax Number (with area code): (936)334-9992

Email Address: heather@selectsafetyinc.com

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

3820 Beaumont Avenue
Address

Liberty, Texas 77575
City, State, Zip Code

Heather Lowe
President

SELECT SAFETY
& OCCUPATIONAL SERVICES, INC.

www.selectsafetyinc.com
3820 Beaumont Ave Liberty, Tx 77575

heather@selectsafetyinc.com
O 936-334-9990 F 936-334-9992

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:

Select Safety and Occupational Services
Company Name

3820 Beaumont Avenue
Address

Liberty Texas 77575
City State Zip

Signature of Person Authorized to Sign

Heather Lowe
Printed Name

president
Title

For clarification of this offer, contact:

Heather Lowe
Name

(936)641-9503 (936)334-9992
Phone Fax

heather@selectsafetyinc.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-029/YS, Term Contract for Pest Control Services 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	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per Year
A	**Beaumont**					
1	**Courthouse – Old Building** 1149 Pearl Street Beaumont, Texas 77701	242,899 Brick	Greg Keller 409-835 8511	5 pm – 12 midnight	$ 292.50	$ 3510.00
2	**Courthouse – New Building** 1001 Pearl Street Beaumont, Texas 77701	220,000 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 292.50	$ 3510.00
3	**Sheriff's Department** 1001 Pearl Street Beaumont, Texas 77701	102,745 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 195.00	$ 2340.00
4	**Annex I** 1225 Pearl Street Beaumont, Texas 77701	33,553 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 125.40	$ 1482.00
5	**Annex II** 1295 Pearl Street Beaumont, TX 77701	25,032 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 125.40	$ 1482.00
6	**Service Center** 1295 Pearl Street Beaumont, Texas 77701	3,848 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 71.50	$ 858.00
7	**Adult Probation Building** 820 Neches Beaumont, Texas 77701	20,832 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 125.40	$ 1504.80
8	**Jefferson County Women's Center** 145 S. 11th Street Beaumont, TX 77702	9,600 Metal	Kim Atkins 409-833-2391	1:00 pm – 3:30 pm	$ 97.50	$ 1170.00
9	**Health & Welfare** 1295 Pearl Street Beaumont, Texas 77701	3,700 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$ 71.50	$ 858.00
10	**Precinct # 1 Service Center** 20205 Hwy. 90 China, Texas 77613	7,340	Jody Jannise 409-434-5430	7:00 am – 4:00 pm, Monday –Thursday	$ 84.50	$ 1014.00

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per Year
11	**Precinct # 4 Service Center** 7790 Boyt Road Beaumont, Texas 77713	20,649 Brick/Block	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 125.40	$ 1482.00
12	**Precinct # 4 Stockyard Building** 2202 Hebert Road Beaumont, Texas 77705	627 Wood	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 46.20	$ 546.00
13	**Precinct # 4 Stockyard** 2202 Herbert Road Beaumont, Texas 77705	2,694 Wood	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 71.50	$ 858.00
B	**Juvenile Justice Center**					
1	**Minnie Rogers Juvenile Justice Center** 5326 Hwy 69 S. Beaumont, Texas 77705	50,355 Metal/Block	Chief Ed Cockrell 409-722-7474	After 2:00 pm	$ 143.00	$ 546.00
C	**Airport and Mid County Facilities**					
1	**Jerry Ware Terminal – Jack Brooks Regional Airport** 5000 Jerry Ware Drive Beaumont, Texas 77705	20,000 Brick	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ 125.00	$ 1482.00
2	**Main Terminal Building – Jack Brooks Regional Airport** 6000 Airline Drive Beaumont, Texas 77705	41,988 Brick	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ 143.00	$ 546.00
3	**Terminal II Annex – Jack Brooks Regional Airport** 5000 Jerry Ware Drive Beaumont, Texas 77705	3,000 Brick	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ 71.50	$ 858.00
4	**New Firehouse – Jack Brooks Regional Airport** 5000 Jerry Ware Dr., Suite 100 Beaumont, Texas 77705	5,794 Brick	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ 84.50	$ 1014.00

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
5	**Hangar #7 Office - Jack Brooks Regional Airport** 4605 Airport 3rd Street Beaumont, TX 77705	4,500 Metal	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ 71.50	$ 858.00
6	**Maintenance Shop - Jack Brooks Regional Airport** 4875 Parker Drive Rear Beaumont, TX 77705	1,800 Metal	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$ 46.20	$ 546.00
7	**Mid County Tax Office** 4605 Jerry Ware Drive Beaumont, Texas 77705	2,476 Metal/Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 46.20	$ 546.00
8	**Mid County Office Building** 7933 Viterbo Road Beaumont, Texas 77705	15,000 Metal/Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 125.40	$ 1504.80
9	**JP & Constable Bldg Pct.#** 4 19217 Hwy 365 Beaumont, Texas 77705	3800 Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	71.50	858.00
10	**Precinct # 2 Service Center** 7759 Viterbo Road Beaumont, Texas 77705	14,400 Metal	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 46.20	$ 1504.80
11	**Precinct # 2 Labelle Yard** 12911 Hwy 365 Beaumont, Texas 77705	1,200 Steel & Wood	Bobby Kelly 409-626-1557	6:15 am – 5:00 pm Monday - Thursday	$ 46.20	$ 546.00
12	**Jefferson County Sheriff's Office– Narcotics Division Office** 4640 Hangar Drive Beaumont, Texas 77705	4,500 Metal	Major Clay Woodward 409-726-2950	8:00 am – 5:00 pm By Appointment.	$ 71.50	$ 858.00
D	**South County Facilities**					
1	**Subcourthouse** 525 Lakeshore Drive Port Arthur, Texas 77640	19,700 Limestone	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$ 125.40	$ 1504.8
2	**Subcourthouse Maintenance** 709 Lakeshore Drive Port Arthur, Texas 77640	2,000 Brick	Mark Bernard 409-983-8307	5 pm – 12 midnight By Appointment.	$ 71.50	$ 858.00
3	**Health & Welfare** 246 Dallas Avenue Port Arthur, Texas 77640	14,340 Brick	Mark Bernard 409-983-8307	5 pm – 12 midnight By Appointment.	$ 125.40	$ 1504.80

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
4	**Juvenile Probation** 900 4th Street Port Arthur, Texas 77640	3,740 Brick	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$ 71.50	$ 858.00
5	**Precinct # 3** **Service Center** 5700 Jade Avenue Port Arthur, Texas 77640	7,140 Metal	Jason Castille 409-736-2851	8:00 am - 5:00 pm By Appointment.	$ 84.50	$ 1014.00
6	**Precinct # 3** **Stockyard** 24420 Hwy 124 Hamshire, Texas 77622	5,396 Metal	Jason Castille 409-736-2851	8:00 am - 5:00 pm By Appointment.	$ 84.50	$ 1014.00
7	**Precinct # 3 Service Center Storage Shed** 5700 Jade Avenue Port Arthur, Texas 77640	7,500 Metal	Jason Castille 409-736-2851	8:00 am - 5:00 pm By Appointment.	$ 84.50	$ 1014.00
8	**Jefferson County Sheriff's Office – Marine Unit** 5960 S. 1st Street Sabine Pass, Texas 77655	4,071 Hardy Plank (concrete)/ Metal Roof	Major Clay Woodward 409-726-2950	8:00 am – 5:00 pm By Appointment.	$ 71.50	$ 858.00

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: Liberty Independent School District

Address: 1600 Grand Avenue, Liberty, Texas 77575

Contact Person and Title: Robert Word / Director of Maintenance

Phone: (936)346-1374 Fax: (936) 346-2091

Email Address: rgword@libertyisd.net Contract Period: 48 months

Scope of Work: General pest control, Imp. and Termite control

REFERENCE TWO

Government/Company Name: Dayton Independant School District

Address: 100 Cherry Creek rd, Dayton, Texas 77535

Contact Person and Title: Steve Ball / Director of Maintenance

Phone: (936)402-2023 Fax: (936)257-4108

Email Address: steve.ball@daytonisd.net Contract Period: 48 months

Scope of Work: General pest control, Imp, and Termite control

REFERENCE THREE

Government/Company Name: State farm

Address: 1400 N. Travis St. Liberty, Tx 77575

Contact Person and Title: Tracy Williams / owner

Phone: (936) 346-9047 Fax: (936) 336-2226

Email Address: tracy@tracywilliams.biz Contract Period: 48 months

Scope of Work: General Pest control, Imp, and Termite control.

Bidder Shall Return Completed Form with Offer.

Signature Page

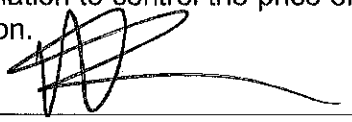
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the 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.

Select Safety and Occupational Svcs.	
Bidder (Entity Name)	Signature
3820 Beaumont Avenue	Heather Lowe
Street & Mailing Address	Print Name
Liberty, Texas 77575	6/11/19
City, State & Zip	Date Signed
(936)641-9503	(936)334-9992
Telephone Number	Fax Number
heather@selectsafetyinc.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

N/A

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

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

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

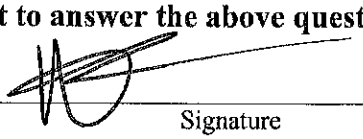
☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

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

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

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

Heather Lowe
Printed Name of Authorized Representative


Signature

President
Title

6/11/19
Date

Bidder Shall Return Completed Form with Offer.

N/A

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Bidder Shall Return Completed Form with Offer.

N/A

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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.

NA

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

N/A

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

N/A

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

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

Taxpayer Identification Number (T.I.N.):	3-205605-3173-7
Company Name submitting bid/proposal:	Select Safety and Occupational Services
Mailing address:	3820 Beaumont Avenue Liberty, Texas 77575
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, Heather Lowe, the undersigned representative of (company or business name) Select Safety and Occupational Services (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.

Signature of Company Representative

June 11th 2019
Date

On this 11th day of June, 2019, personally appeared

Heather Marie Lowe, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Brandi Bertman
Notary Signature

BRANDI BERTMAN
NOTARY ID #204962-4
My Commission Expires
APRIL 28, 2021

June 11th 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.

_____
Company Name

_____
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 Texas COUNTY OF Liberty

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

on this day personally appeared Heather Marie Lowe (name), who

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

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

for Select Safety + Occupational Services Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Select Safety + Occupational Services, Inc. (name of firm)

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

Name and address of bidder: Select Safety and Occupational Services
3820 Beaumont Avenue Liberty, Texas 77575

Fax: (936)334-9992 Telephone# (936)641-9503

by: Heather Lowe (print name) Title: President

Signature:

SUBSCRIBED AND SWORN to before me by the above-named
Heather Marie Lowe on

this the 11th day of June, 2019.

BRANDI BERTMAN
NOTARY ID #204962-4
My Commission Expires
APRIL 28, 2021

Brandi Bertman
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

181 Select Safety

Term Contract for Pest Control Services
for Jefferson County
IFB 19-029/YS
11:00 AM CT, Tuesday, June 11, 2019
ATTN: Deborah Clark
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

RECEIVED 10:41 AM JUN 11 20

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

June 17, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-034/YS, Term Contract for Herbicides for Jack Brooks Regional Airport. **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 Herbicides for Jack Brooks Regional Airport**
BID NO:	**IFB 19-034/YS**
DUE DATE/TIME:	**11:00 AM CT, Tuesday, July 23, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

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

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – June 19, 2019 and June 26, 2019

IFB 19-034/YS
Term Contract for Herbicides for Jack Brooks Regional Airport
Bids due: 11:00 AM CT, Tuesday, July 23, 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, 1st Floor
Beaumont, TX 77701

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

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

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

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

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

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

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

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

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

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **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

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-034/YS.

Scope

Vendor shall provide Herbicides for Jack Brooks Regional Airport subject to the terms and conditions stated for an initial period **beginning on or about Date of Award**. All products must be approved for use in the State of Texas.

Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do may result in rejection of bid.

Prices quoted shall be F.O.B. Jack Brooks Regional Airport, 4875 Parker Drive, Beaumont, TX, 77705. Bidder bears freight charges. All prices must be written in ink or typewritten.

The basis of the award will be the unit prices quoted. The County reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds.

The County reserves the right to make the award to one (1) successful bidder or per line item.

Purchase orders for insecticides, herbicides, and adjuvants will be released to the successful bidder(s) **on an as-needed basis. MINIMUM ORDERS ARE NOT ACCEPTABLE.**

Refer questions of a commercial nature to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us and questions of a technical nature to Duke Youmans, Southeast Texas Regional Airport, 409-719-4900, dyoumans@co.jefferson.tx.us.

A price re-determination may be considered by Jefferson County only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. 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.

Usage

Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **MINIMUM ORDERS ARE NOT ACCEPTABLE.**

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

The County reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds. The brand name references are for description only, and are not intended to exclude other herbicides of **equal quality**. Bidders desiring to substitute items may do so provided brand name is **indicated on Bid Form**. Change of container size may disqualify bid. Dilution ratio will be a factor in award of chemicals.

Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

Item	Description	Unit of Measure
1	**POLARIS** – to Isoproppylamine salt of imazaphyr	2.5 gal. 5 gal. cube
2	**Tordon 101** – to contain 10.2% 4-amino3, 5,6-trichloropicolinic acid (picloram), tri-isopropanolomine salt 39.6% 2,4-Dichlorophenoxyacetric acid, tri-isopropanolomiane salt. 2.5	2.5 gal. container
3	**Roundup herbicide** or equivalent – to contain 41.0% by weight Isopropylamine Salt of Glyphosate	2.5 gal. 5 gal. cube
4	**Opensight**	1.25 lbs
5	**Esplanade 200 SC**	Qts / Gal
6	**Oust Extra** or equivalent – to contain 56.25% sulfometuron methyl, 15% metsulfuron methyl	4 lb. container
7	**Sunset Surfactant** or equivalent – to contain 90% active ingredient (excluding alcohols, fatty acids, oils, ethylene glycol or diethylene glycol), a minimum of 80% surfactant load, possess an HLB (hydrophilic to lipophilic balance) ratio of 12 to 17, a maximum of 10% isopropyl alcohol, have a flash point greater than 200 degrees F., and contain an anti-foaming agent that will provide instantaneous foam breakdown when agitation ceases.	2.5 gal. container
8	**Plateau** or equivalent – ammonium salt of imazapic 23.6%.	2.5 gal. 5 gal. cube
9	**24-D** or equivalent – to contain 94% 2,4-dichlorophenol, 1.0% 2,6-dichlorophenol, 0.9% 4-chlorophenol, 0.5% 2-chlorophenol and 0.1% 2,4,6-trichlorophenol	2.5 gal. 5 gal. cube
10	**Garlon 4** or equivalent – to contain 61.6% triclopyr 2.5	2.5 gal. 5 gal. cube

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 19-034/YS, Term Contract for Herbicides for Jack Brooks Regional Airport

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code):_____

Fax Number (with area code):_____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

_____
Address

_____
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

_____
Name

_____
Phone Fax

_____
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Herbicides for Jack Brooks Regional Airport. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 19-034/YS, Term Contract for Herbicides for Jack Brooks Regional Airport. 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

Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

Item	Description	Container Size	Brand bid	MSDS Labels Attached	Price per Container
1A	**POLARIS** or equivalent	2.5 gal.			$
1B	**POLARIS** or equivalent	5 gal. cube			$
2	**Tordon 101** or equivalent	2.5 gal			$
3A	**Roundup** or equivalent	2.5 gal			$
3A	**Roundup** or equivalent	5 gal. cube			$
4	**Opensight**	1.25 lbs			$
5a	**Esplanade 200 SC**	Quart			$
5b	**Espanade 200 SC**	Gallon			$
6	**Oust Extra** or equivalent	4 lb.			$
7	**Sunset Sufactant** or equivalent	2.5 gal.			$
8A	**Plateau** or equivalent	2.5 gal			$
8B	**Plateau** or equivalent	5 gal. cube			$
9A	**24-D** or equivalent	2.5 gal			$
9B	**24-D** or equivalent	5 gal. cube			$
10A	**Garlon 4** or equivalent	2.5 gal			$
10B	**Garlon 4** or equivalent	5 gal. cube			$

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☐ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

<u>Bidder Shall Return Completed Form with Offer.</u>

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative	Signature
Title	Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq*., as amended, Jefferson County requests Resident Certification. §2252.001 *et seq*. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, _____, the undersigned representative of (company or business name)_____
(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.

_____
Signature of Company Representative

_____
Date

On this _____ day of _____, 20____, personally appeared

_____, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

_____
Notary Signature

_____
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.

_____
Company Name

_____
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_____ COUNTY OF_____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)
after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said_____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder:_____

_____

Fax: _____ Telephone#_____

by: _____ Title:_____
(print name)

Signature:_____

SUBSCRIBED AND SWORN to before me by the above-named
_____ on

this the _____ day of_____, 20___.

_____
Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

TRINITY SERVICES GROUP, INC.
SOURCING SOLUTIONS SERVICES AGREEMENT

THIS AGREEMENT is made by and between Jefferson County (hereinafter referred to as "Client"), and Trinity Services Group, Inc., a Florida corporation, with principal offices at 477 Commerce Boulevard, Oldsmar, FL 34677 (hereinafter referred to as "Trinity").

WHEREAS, Client desires to avail itself of Trinity' purchasing services and dietary and food management advisement services, and

WHEREAS, Trinity desires to perform such services for Client;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. CLIENT'S GRANT TO TRINITY

Client, grants to Trinity, as an independent subcontractor, the right to provide procurement services for the Jefferson County Correctional Facility as stated in this Agreement.

SECTION 2. TRINITY' RESPONSIBILITIES

A. Trinity will consult with the Client and provide a standard menu, religious meal menus and medical diet menus designed and approved by a Registered Dietitian. The menus shall meet or exceed the nutritional requirements of the Recommended Daily Allowances established by the National Academy of Sciences, the requirements of the American Correctional Association and the National Commission on Correctional Health Care as they related to nutrition. The menus will be assembled using a four week cycle approved by the Registered Dietitian. The Registered Dietitian will also provide medical diet formulation and be available for interaction with medical staff to assure compliance and training for residents and free world staff on diet compliance.

B. Based on the approved menu, Trinity will: (i) purchase and supply the food necessary to fulfill the requirements of the approved menu; (ii) provide customized pull sheets for the menu; (iii) assist with inventory and production management controls; and, (iv) assign a Food Service Director ("FSD") who will make an initial site visit to assist Client staff with the implementation of this program and thereafter visit the Client's facility on a periodic basis to provide support for inventory controls and production management controls.

C. Services to be provided by the FSD include assistance with product sourcing and ordering training, production planning and controls training, portion control and leftover utilization training, recipe use, resident and free world staff training, resident training on equipment use, recipe use, portion controls and safety, free world staff training on all aspects of kitchen controls, product usage and safety, production planning, product pull and pre preparation training and monthly on site follow up. Trinity will provide ServSafe training materials for the kitchen staff as well as training and test review sessions at the facility or via Webinar. Trinity will also test and certify the kitchen staff as ServSafe Food Managers. The cost to the Client for the ServSafe training will be the cost of the text book (reusable) and the ServSafe $38 test fee.

D. There will be a transition team, determined by need by Trinity's District Manager, to be at the Client's facility prior to and during the transition. During that time they will access resident and free world training needs, implement processes and procedure for the kitchen and plan the future direction of training. The transition team will be there from a few days up to a week depending on the needs that are assessed and there may be additional people brought in to assist.

E. Trinity will invoice the client weekly for the number of meals served during the preceding week based on the approved menu and the Price Per Meal scale set forth in the attached Exhibit A. The Client will pay Trinity's invoices within thirty (30) days from the date of the invoice. In the event the Client fails to follow the approved menu, varies the menus or recipes, fails to maintain proper production and service controls/instructions, purchases the wrong or excessive product(s),Trinity will be allowed to invoice the Client for any excess costs. For example, if the Client decides to serve a higher grade of meats or substitute beef for turkey, Trinity will be allowed to bill the Client for the difference in the cost. Likewise, if the Client decides to serve larger portions than called for by the approved menu, the additional costs will be invoiced to the Client.

F. The Price Per Meal will include basic cleaning and ware washing chemicals available from the Ecolab program.

G. Trinity will provide the Client with Trinity's Purchasing Guide (the "Guide") and Client staff shall have the opportunity to purchase products included in the Guide and from Trinity's broad-line and bread suppliers which are outside those necessary for fulfillment of the approved menu, including such items required for special functions requested by the Client. The Client will have the option to purchase such food in addition to the food required for fulfillment of the approved menu, request higher grades of food than called for by the approved menu and the option to purchase additional cleaning products and paper products from the Guide. Client shall be invoiced by Trinity at the time of the purchase for such purchases which are for items outside the basic menu and for additional supplies based upon the prices set forth in the Order Guide in effect on the date an order is received by Trinity. All products shall remain the property of Trinity, with title vested in Trinity until sold.

H. At the end of each quarter the parties will review the Client's cost per meal and Trinity will invoice the Client for any overage in the actual cost per meal not previously invoiced. The quarterly invoices will be due within thirty (30) days from the date of the invoice.

I. Trinity will be solely responsible for paying all vendors and shall be entitled to retain all refunds and discounts paid by its vendors.

J. Upon request, Trinity shall provide Client with dietary and food management advice for resident food services. Trinity's fees for such additional services will be agreed upon by the parties at the time of the request and prior to Trinity providing such services.

K. Client agrees to be responsible for and pay all Federal, state, and local taxes, if applicable, assessed in connection with the purchase of the products not included in the approved menu. If the Client is tax exempt it shall provide a copy of its tax exemption certificate or other appropriate documentation of its exempt status.

L. All records generated by Trinity shall be kept on file by Trinity for a period of three (3) years from the date the record is made, and Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege at a reasonable time of inspecting, examining, and auditing, during normal business hours, such of Trinity' business records which are directly relevant to the financial arrangements. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination and audit shall be conducted at the Trinity locations where said records are normally maintained.

M. Trinity shall provide Client with a capital investment in an amount up to Twenty Thousand Dollars ($20,000) for the purpose of making necessary and mutually agreed improvements to the food service facilities and equipment within the Officer's Dining Room at the Jefferson County Correctional Facility ("Capital Investment"). The Capital Investment will be amortized over a three (3) year term. In the event this Agreement terminates prior to the full three (3) year amortization period, Client agrees to repay Trinity the unamortized value of the Capital Investment within thirty (30) days of the Agreement's expiration or termination.

SECTION 3. FINANCIAL ARRANGEMENTS

Any past due amounts due Trinity shall bear interest at the lesser of one and one/half (1.5%) percent or the maximum rate allowed by law. In the event that said amounts set forth in Trinity's invoices are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity' satisfaction, or (b) terminate this Agreement without liability whatsoever to Trinity. All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Client.

SECTION 4. INDEMNIFICATION AND INSURANCE

A. Trinity shall indemnify, defend, and hold harmless Client from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission of such party (except to the extent caused by the negligent act or omission of Client, its employees or agents). Notwithstanding the foregoing, Trinity shall not be required to indemnify Client for any claim or action brought by an employee of Trinity against Client but does agree to waive any claim for subrogation for monies or benefits paid to the employee.

B. Notification of an event giving rise to an indemnification claim (Notice) must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement, and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to and conditioned upon compliance with the Notice provisions hereunder.

C. Trinity shall obtain and maintain insurance for the following risks in such amounts under such policies as appropriate: general liability (including contract, liquor, products-completed operations, and business automobile coverage); and, workers' compensation (including employers' liability coverage). Certificates of Insurance for such coverage and

naming the Client as an additional insured will be furnished upon thirty (30) days' prior notice.

SECTION 5. COMMENCEMENT AND TERMINATION

This Agreement shall commence June 24th, 2019 and shall continue for two (2) years and may be extended for three (3) additional one (1) year periods by the mutual agreement of the parties.

If either party shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective ten (10) days after the end of said sixty (60) day period.

SECTION 6. INDEPENDENT CONTRACTOR RELATIONSHIP

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not nor shall they be deemed to be employees of Client and employees of Client are not nor shall they be deemed to be employees of Trinity.

SECTION 7. EXCUSED PERFORMANCE

In case performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

SECTION 8. ASSIGNMENT

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may without prior approval and without being released from any of their responsibilities hereunder, assign this Agreement to an affiliate company or wholly owned subsidiary.

SECTION 9. ENTIRE AGREEMENT: WAIVER

This Agreement along with the Bidding documents constitutes the entire Agreement between the parties with respect to the provision of Trinity's services, and there are no other written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement which includes the Bidding documents supersedes all other agreements between the parties for the provision of Trinity's services to the Client.

SECTION 10. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid, or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address or facsimile number stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given upon the first business day following facsimile receipt or after deposit with an overnight courier, or three business days after deposit in the United States mail.

If to Client:	Jefferson County Sheriff's Office Attn: Sheriff 1001 Pearl St. #103 Beaumont, TX 77701
If to Trinity:	Trinity Services Group, Inc. Attn: Legal Department 477 Commerce Boulevard Oldsmar, FL 34677
With copy to:	Trinity Services Group, Inc. Attn: General Counsel 1260 Andes Boulevard St. Louis, MO 63132

SECTION 11. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas and any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties, may be submitted to a court of competent jurisdiction within the State of Texas.

SECTION 12. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

During the performance of this Agreement the parties will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Trinity. he parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Jefferson County

By: _____
Printed Name:
Title:
Date: June 17, 2019

Trinity Services Group, Inc.

By: _____
Printed Name: David M. Miller
Title: Chief Operating Officer
Date: June 11, 2019

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

EXHIBIT A

Jefferson County Correctional Facility
Price Per Meal Scale

For the Services provided herein Client shall reimburse to Trinity based upon the following sliding scale cost per meal. The

Number of Adult Meals served per meal	**Cost of Meal to to Client**	**Number of Juvenile Meals serve per meal**	**Cost of Meal to Client**
795 – 814	$0.857	5 – 9	$0.936
815 – 834	$0.853	10 – 14	$0.870
835 – 854	$0.848	15 – 19	$0.849
855 – 874	$0.844	20 – 24	$0.838
875 – 894	$0.839	25 – 29	$0.831
895 – 914	$0.836	30 – 34	$0.827
915 – 934	$0.832	35 – 39	$0.824
935 – 954	$0.828	40 – 44	$0.821
955 – 974	$0.825	45 – 49	$0.819
975 – 994	$0.821	50 – 54	$0.818
995 – 1014	$0.818	55 – 59	$0.824
1015 – 1034	$0.816	60 – 64	$0.829
1035 – 1054	$0.815	65 – 69	$0.833
1055 – 1074	$0.813	70 – 74	$0.836
1075 – 1094	$0.811	75 – 79	$0.839
1095 – 1114	$0.810	80 – 84	$0.842
1115 – 1134	$0.808	85 – 89	$0.844
1135 – 1154	$0.807	90 – 94	$0.846
1155 – 1174	$0.806	95 – 99	$0.848
1175 – 1194	$0.804	100 and over	$0.850
1195 and over	$0.803		

Staff and Visitor Meals will be charged at the price of $1.75 per meal.

Meal prices shall be annually adjusted effective on the anniversary of the Agreement by an amount equal to the change in the Consumer Price Index, Food Away From Home. Likewise, in the event of material changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the enacting regulations or the enactment or application of any “living wage”, “prevailing wage” or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity’s control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity’s control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.

ATTACHMENT A
IFB 19-029/YS
Term Contract for Pest Control Services for Jefferson County
Opening: Tuesday, June 11, 2019

Item	Location	Area (SqFt)/ Composition	Contact	Service Times	Price per Month	Price per Year
A	**Beaumont**					
1	**Courthouse – Old Building** 1149 Pearl Street Beaumont TX 77701	242,899 Brick	Greg Keller 409-835 8511	5 pm – 12 midnight	$33.34	$400.08
2	**Courthouse – New Building** 1001 Pearl Street Beaumont TX 77701	220,000 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$33.34	$400.08
3	**Sheriff's Department** 1001 Pearl Street Beaumont TX 77701	102,745 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$25.00	$300.00
4	**Annex I** 1225 Pearl Street Beaumont TX 77701	33,553 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$20.00	$240.00
5	**Annex II** 1295 Pearl Street Beaumont TX 77701	25,032 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$13.75	$165.00
6	**Service Center** 1295 Pearl Street Beaumont TX 77701	3,848 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$10.00	$120.00

7	**Adult Probation Building** 820 Neches Beaumont TX 77701	20,832 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$13.75	$165.00
8	**Jefferson County Women's Center** 145 S. 11th Street Beaumont TX 77702	9,600 Metal	Kim Atkins 409-833-2391	1:00 pm – 3:30 pm	$45.00	$540.00
9	**Health & Welfare** 1295 Pearl Street Beaumont TX 77701	3,700 Brick	Greg Keller 409-835-8511	5 pm – 12 midnight	$10.00	$120.00
10	**Precinct # 1 Service Center** 20205 Hwy. 90 China TX 77613	7,340	Jody Jannise 409-434-5430	7:00 am – 4:00 pm, Monday – Thursday	$10.00	$120.00
11	**Precinct # 4 Service Center** 7790 Boyt Road Beaumont TX 77713	20,649 Brick/Block	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$10.00	$120.00
12	**Precinct # 4 Stockyard Building** 2202 Hebert Road Beaumont TX 77705	627 Wood	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$10.00	$120.00
13	**Precinct # 4 Stockyard** 2202 Herbert Road Beaumont TX 77705	2,694 Wood	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$10.50	$126.00
			Total		**$244.68**	**$2,936.16**

B	**Juvenile Justice Center**					
1	**Minnie Rogers Juvenile Justice Center** 5326 Hwy 69 S. Beaumont TX 77705	50,355 Metal/Block	Chief Ed Cockrell 409-722-7474	After 2:00 pm	$70.00	$840.00
			Total		**$70.00**	**$840.00**
C	**Airport and Mid County Facilities**					
1	**Jerry Ware Terminal – Jack Brooks Regional Airport** 5000 Jerry Ware Drive Beaumont TX 77705	20,000 Brick	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$18.00	$216.00
2	**Main Terminal Building – Jack Brooks Regional Airport** 6000 Airline Drive Beaumont TX 77705	41,988 Brick	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$18.50	$222.00
3	**Terminal II Annex – Jack Brooks Regional Airport** 5000 Jerry Ware Drive Beaumont TX 77705	3,000 Brick	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$15.00	$180.00
4	**New Firehouse – Jack Brooks Regional Airport** 5000 Jerry Ware Dr., Suite 100 Beaumont TX 77705	5,794 Brick	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$11.67	$140.04

5	**Hangar #7 Office - Jack Brooks Regional Airport** 4605 Airport 3rd Street Beaumont, TX 77705	4,500 Metal	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$19.75	$237.00
6	**Maintenance Shop Jack Brooks Regional Airport** 4875 Parker Drive Rear Beaumont, TX 77705	1,800 Metal	Duke Youmans 409-719-4961	7:00 am – 4:00 pm, Monday – Friday	$19.75	$237.00
7	**Mid County Tax Office** 4605 Jerry Ware Drive Beaumont, Texas 77705	2,476 Metal/Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$13.74	$164.88
8	**Mid County Office Building** 7933 Viterbo Road Beaumont, Texas 77705	15,000 Metal/Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$18.00	$216.00
9	**JP & Constable Bldg Pct.# 4** 19217 Hwy 365 Beaumont, Texas 77705	3800 Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$18.00	$216.00
10	**Precinct # 2 Service Center** 7759 Viterbo Road Beaumont TX 77705	14,400 Metal	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$18.00	$216.00
11	**Precinct # 2 Labelle Yard** 12911 Hwy 365 Beaumont TX 77705	1,200 Steel & Wood	Bobby Kelly 409-626-1557	6:15 am – 5:00 pm Monday - Thursday	$21.00	$252.00
12	**Jefferson County Sheriff's Office– Narcotics Division Office** 4640 Hangar Drive Beaumont TX 77705	4,500 Metal	Major Clay Woodward 409-726-2950	8:00 am – 5:00 pm By Appointment.	$18.34	$220.08
			Total		**$209.75**	**$2,517.00**

D	South County Facilities					
1	**Subcourthouse** 525 Lakeshore Drive Port Arthur TX 77640	19,700 Limestone	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$13.33	$159.96
2	**Subcourthouse Maintenance** 709 Lakeshore Drive Port Arthur TX 77640	2,000 Brick	Mark Bernard 409-983-8307	5 pm – 12 midnight By Appointment.	$10.00	$120.00
3	**Health & Welfare** 246 Dallas Avenue Port Arthur TX 77640	14,340 Brick	Mark Bernard 409-983-8307	5 pm – 12 midnight By Appointment.	$13.50	$162.00
4	**Juvenile Probation** 900 4th Street Port Arthur TX 77640	3,740 Brick	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$10.00	$120.00
5	**Precinct # 3 Service Center** 5700 Jade Avenue Port Arthur TX 77640	7,140 Metal	Jason Castille 409-736-2851	8:00 am - 5:00 pm By Appointment.	$18.00	$216.00
6	**Precinct # 3 Stockyard** 24420 Hwy 124 Hamshire TX 77622	5,396 Metal	Jason Castille 409-736-2851	8:00 am - 5:00 pm By Appointment.	$10.00	$120.00
7	**Precinct # 3 Service Center Storage Shed** 5700 Jade Avenue Port Arthur TX 77640	7,500 Metal	Jason Castille 409-736-2851	8:00 am - 5:00 pm By Appointment.	$13.75	$165.00
8	**Jefferson County Sheriff's Office – Marine Unit** 5960 S. 1st Street Sabine Pass TX 77655	4,071 Hardy Plank (concrete)/ Metal Roof	Major Clay Woodward 409-726-2950	8:00 am – 5:00 pm By Appointment.	$18.34	$220.08
			Total		**$106.92**	**$1,283.04**
					Monthly	**Yearly**
			Grand Total		**$631.35**	**$7,576.20**

Aattaboy Termite and Pest Control, Inc.
PO Box 992
1417 Magnolia Avenue, Suite B
Port Neches TX 77651
attn: Jackie Papania
jpapania@aattaboy.com
ph: 409-722-3134
fx: 409-722-1018

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:

Aattaboy Termite & Pest Control, Inc.
Company Name

PO Box 992/1417 Magnolia Ave. Suite B
Address

Port Neches, TX. 77651-0992
City State Zip

Signature of Person Authorized to Sign

Leonard (Guy) Papania
Printed Name

President
Title

For clarification of this offer, contact:

Jackie Papania
Name

(409)722-3134 (409)722-1018
Phone Fax

jpapania@aattaboy.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Pest Control Services for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 19-029/YS, Term Contract for Pest Control Services 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

June 17, 2019
Date

Attest:

Carolyn L. Guidry
County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Bidder Shall Return Completed Form with Offer.

CONTRACT RENEWAL FOR IFB 15-011/JW
TERM CONTRACT FOR TRASH AND BIOMEDICAL WASTE CONTAINER SERVICE FOR JEFFERSON COUNTY

The County entered into a contract with Republic Services of Beaumont for one (1) year, from June 29, 2015 to June 28, 2016, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from June 25, 2019 to June 24, 2020.

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Republic Services of Beaumont

(Name) Leslie Guidry

CONTRACT RENEWAL FOR IFB 15-011/JW
TERM CONTRACT FOR TRASH AND BIOMEDICAL WASTE CONTAINER SERVICE FOR JEFFERSON COUNTY

The County entered into a contract with Stericycle, Inc. for one (1) year, from June 29, 2015 to June 28, 2016, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from June 25, 2019 to June 24, 2020.

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Stericycle, Inc.

(Name) Joe Sagala Government Specialist 5/23/19

CONTRACT RENEWAL FOR IFB 18-022/YS
ON CALL COURT REPORTING AND TRANSCRIPTION

The County entered into a contract with Jan Girouard & Associates, LLC for one (1) year, from July 2, 2018 to July 1, 2019, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from July 1, 2019 to June 30, 2020.

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Jan Girouard & Associates, LLC

Melissa Girouard
(Name)

Amendment No. 1
IFB 18-052/YS

Dear Valued Customer,

As we continue our journey to become One Home Depot, we are pleased to announce that Interline Brands, Inc. d/b/a SupplyWorks has merged into Home Depot U.S.A., Inc. As of February 3, 2019, SupplyWorks now operates as The Home Depot Pro or The Home Depot Pro Institutional.

What does this mean to you?

- Our Federal Tax ID number is changing to 58-1853319.
- If you are a tax-exempt customer, no action is required at this time. We will contact you directly to guide you through the next steps.
- Please change the remit name to The Home Depot Pro going forward; the remit address will remain the same.
- An updated W-9 form can be requested at W9s@homedepot.com.
- Our website address will remain www.supplyworks.com.
- Your account number, sales professional and set preferences on supplyworks.com for ordering products will not change.
- As a result of the merger, Home Depot U.S.A., Inc. d/b/a The Home Depot Pro will honor any current written agreement between your company and Interline Brands, Inc.
- In the coming weeks and months, you will see a rolling transition to The Home Depot Pro logo on items such as packing slips, invoices, letterhead and emails, as well as on the home page of our SupplyWorks website.

Current SupplyWorks A Home Depot Company **New** THE HOME DEPOT Pro Institutional

Please contact your Sales Professional or our Customer Care team at 866.412.6726 (Monday-Friday, 8 am-8 pm EST; Saturday, 8 am-4 pm EST) or send an email to customercare@supplyworks.com with any questions or comments.

Thank you for your continued support and partnership. We greatly value your business and look forward to a prosperous 2019.

Jim Core,

Vice President, Institutional Sales
The Home Depot Pro

Juan Bueno,

Vice President, Home Depot Pro Sales
The Home Depot Pro

701 San Marco Boulevard | Jacksonville, Florida 32207

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST:

Carolyn L. Guidry, County Clerk

THE STATE OF TEXAS }

COUNTY OF JEFFERSON }

PASTURE / GRAZING

LEASE AGREEMENT

THIS AGREEMENT entered into by and between Jefferson County, Texas, a subdivision of the State of Texas and **Jon and Andrea Hoyt**, doing business in the State of Texas, made and entered into this **17th** day of **June, 2019**.

WHEREAS, Jefferson County, hereinafter called "Lessor", owns and operates the Jack Brooks Regional Airport located in Jefferson County, Texas and

WHEREAS, **Jon and Andrea Hoyt**, hereinafter called "Lessee", is qualified to do business in the State of Texas and desires to enter a Grazing Agreement with the Lessor for the purpose of leasing pasture space with the understanding that the scope of business operations permitted by this agreement is limited to livestock grazing. Nothing in this agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport.

WHEREAS, Jefferson County represents that it has the right to grant the lease, together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assignees, as follows:

1. **Premises**. Lessor hereby leases to the Lessee exclusive property as depicted on the attached Exhibit "A" for livestock grazing. The property is more fully described as follows:

2. **Rate**. For and in consideration of the rent and covenants herein contained, Lessor agrees to lease property as follows: **"Hwy 365 Pasture"** containing **56** acres, more or less, of useable pasture grass (hereinafter "property") at a rate of **$10.50 annually per acre ($588.00/year)** payable in advance.

3. **Rentals**. Lessee covenants and agrees to pay to Lessor rental, when due, as described in section 2 above. Lessee agrees to abide by all rules and regulations of the Federal Aviation Administration, the State of Texas, the Jack Brooks Regional Airport, Jefferson County Commissioner's Court, and any other duly constituted public authority having jurisdiction over the airfield, and airport property, its use or occupancy.

4. **Term.** The initial term of this lease shall begin on June 17, 2019 and terminate without further notice on May 30, 2020. Lessee will have the option of extending for two (2) one (1) year periods; however, at the end of any lease period, Jefferson County reserves the right to reject the exercise of any option if necessary to take back any or all of the property for the County's use.

5. **Due Date.** All rent shall be payable yearly, in advance. Rental installments not paid before the tenth of the month following its due date shall be assessed a $50.00 late fee.

6. **Taxes**. Lessee agrees to pay any taxes or special assessments that may be levied against the leased property, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment.

7. **Prohibited Uses**. Without first obtaining Lessor's written consent, Lessee shall not use the property for any other activity except as expressly provided in this agreement. Lessor shall not allow its employees or any other person to use the property:

    a. as a residence,

    b. for the storage of vehicles,

    c. or the storage of personal property not associated with its business activities.

8. **Hunting**. Lessee will not hunt, or allow others to hunt, on the property.

9. **Stocking Limitations.** Lessee shall not use the property for the grazing of any livestock other than cattle or goats. "Breachy" livestock, livestock that frequently escapes the pasture either by jumping or breaking through fences, must be removed from the property

10. **Utilities**. Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to electricity, water, sewer, and telephone, for the use of all utilities associated with the use of the property.

11. **Lessor's Responsibilities**. Lessor and lessee agree that the boundary fence and gates are in good condition at the time this agreement is executed. Lessor will, as FAA requirements and budgeted funds allow, remove trees and shrubbery that may penetrate Part 77 surfaces and or have an adverse impact on aircraft navigation. Lessor will notify Lessee in advance of any activity in order to give Lessee amble time to make necessary accommodations.

12. **Lessee's Responsibilities**. By execution of this lease agreement, Lessee acknowledges that it has inspected the property, including the fences, gates, roads, and grass, and accepts the same in an "as is" condition. Lessee shall, at its own expense and risk, maintain the boundary fence and routinely inspect and repair the boundary fence along Hwy 365. Lessee shall make sure the two access gates (A-90th Street & B-Hwy 365) are properly closed and secure at all times. Lessee will prevent Lessor from being "locked-out" of property allow Lessor to maintain access to property from Lessor's gate lock. Lessee shall be solely responsible for the risk of loss of all contents owned by Lessee.

    a. Lessee must mow or spray herbicide one-half (1/2) of useable grass area at a minimum of once every twelve (12) months to mitigate unwanted vegetation growth.

Lessee agrees to comply with all valid environmental laws, orders, regulations, and requirements of the federal, state, county, and municipal authorities having jurisdiction over Lessee and Lessee's use of the property including without limitation, all applicable federal, state, and local laws, regulations, or ordinances

pertaining to air and water quality, waste disposal, and Hazardous Materials (as defined by the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, or any other federal, state, or local environmental law), which shall impose any duty upon Lessor or Lessee with respect to the use of the property. If the presence of any Hazardous Material on the property caused or permitted by Lessee results in any contamination of Lessor's property, Lessee shall indemnify Lessor, and Lessor's administrators, successors, and assigns from all liability associated with said contamination including site assessment expenses and clean up and restoration expenses required by any environmental government entities, and promptly take all actions at Lessee's sole expense as are necessary to return Lessor's property to the condition existing prior to the introduction of such Hazardous Material to the leased premises, provided that Lessor's approval of such actions shall be obtained. The foregoing indemnity shall survive the expiration or termination of this lease.

13. **Alterations**. Lessee shall make no permanent additions or alterations to the property or buildings or any improvements of the property without the written permission of the Airport Director. Mowing and herbicide spraying are considered maintenance, not alterations. Lessee has requested to alter an entrance into the property from Hwy 365 to allow for safer access and Lessor has agreed. Lessee is also allowed to remove trees and shrubbery located on property, however any trees and shrubbery contemplated need to be removed from the property or completely mulched on site. No burning of vegetation will be allowed. If said trees are to be buried on site, prior approval of manner and site must be obtained from Airport Director.

14. **Condition and Surrender**. Lessee shall, throughout the lease term, maintain the property as stated in Section 2 and keep it free from waste and nuisance, and shall deliver up the property at the termination of this lease in good condition. In the event Lessee should neglect to reasonably maintain the property, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefore shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

15. **Hold Harmless.** Lessee shall indemnify and hold harmless Lessor of and from any and all claims, whether in contract or in tort, statutory or at common law, and from each and every claim, loss or demand of whatever nature, made by or on behalf of any third person or persons arising out of Lessee's use and occupation of the property including any damage caused by livestock to the property of third parties, whether due to sole negligence of Lessee or whether due to the joint or concurrent negligence of Lessor and Lessee.

16. **Relationship of Parties.** It is expressly understood and agreed that Lessor shall, under no circumstances, be considered a bailee of Lessee's property, real or personal including livestock, during the term of this agreement or upon expiration or cancellation hereof. Further, Lessor shall not be liable for any loss of or damage to any personal property, fixtures, or equipment of Lessee installed or stored on the property except to the extent liability therefore can be proven pursuant to an exception to sovereign immunity under

the Texas Tort Claims Act. Any item(s) of personal property annexed to the realty to the extent that such property becomes "fixture(s)" shall, at the expiration or cancellation of this lease, become the property of Lessor.

17. **Events of Default.** If Lessee shall allow the rent to be in arrears more than five (5) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of five (5) days after written notice from Lessor, or should any other person than Lessee secure possession of the property or any part thereof, by reason of any receivership, bankruptcy proceedings, or by operation of law in any manner whatsoever, then any of such events shall be deemed to be an event of default by Lessee under this lease. Upon the breach of any term or condition of this Agreement by Lessee, Jack Brooks Regional Airport shall have all rights and remedies available at law and equity, up to and including immediate termination of this Agreement. In the event this Agreement is terminated for any reason including Lessee's default, failure to comply with applicable statues, ordinances and regulations; or expulsion from Airport, there will not be any refund of any fees paid to Jack Brooks Regional Airport by Lessee. Further, any obligation of Lessee to pay under this Agreement shall survive termination.

18. **Remedies.** Upon the occurrence of any event of default specified in section 16 hereof, Lessor shall have the option to pursue any remedy allowed by law and may, without further notice or demand terminate this lease in which event Lessee shall immediately surrender the property to Lessor.

    a. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of damages occurring to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this lease as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession.

19. **Cancellation.** Lessor shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessee of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the property by removing all property owned by Lessee including livestock on or before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a

trespasser.

a. Lessee shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessor of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the property on or before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a trespasser.

20. **Assignment.** Lessee agrees not to assign or sublease the property leased, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the property or any part thereof, without first obtaining the Lessor's written consent, which will not be unreasonably withheld. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein permitted.

21. **Right of Entry**. Lessor reserves the right to enter upon the property at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement. Lessor shall attempt to provide Lessee reasonable advanced notice except in the case of an emergency.

22. **Assurances**. Lessee covenants and agrees to comply with all rules and regulations of the Federal Aviation Administration, and all Federal, State and Local laws and ordinances now in effect or hereafter promulgated, and the same are made a part of this agreement by reference as though they were set forth herein.

23. **Airport Regulations**. The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, as promulgated by governmental authority, in the conduct of its operations on the property.

24. **Airport Hazard**. The Lessee and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.

25. **Insurance**. The Lessee shall, at all times during the term of this lease, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Lessee. These requirements do not establish limits of the Lessee's liability. All policies of insurance shall waive all rights of subrogation against the Airport and Jefferson County, its officers, employees and agents and the Airport and Jefferson County shall be named "additional insured" on workers' compensation policy and liability coverage.

a. Prior to execution of this agreement, certified copies of original insurance policies shall be furnished to the Airport. The Airport reserves the right to require additional insurance should it

deem necessary.

b. Lessee shall have and maintain complete and adequate Worker's Compensation Insurance (with waiver of subrogation to the Airport and Jefferson County), where applicable for statutory amount.

c. Lessee shall have and maintain complete and adequate general liability insurance of One Million Dollars ($1,000,000.00) each occurrence; and in addition shall provide property damage liability insurance in a minimum sum of Five Hundred Thousand Dollars ($500,000.00) for property damage growing out of any accident or other cause.

d. Lessee shall have and maintain complete and adequate Automobile Liability Insurance, with Combined Single Limit of Five Hundred Thousand Dollars ($500,000.00), for any vehicles operated by Lessee transporting livestock or items to and from the property..

e. The amounts of minimum coverage herein specified may be modified from time to time in compliance with Jefferson County standard requirements and Lessee shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas. Each policy or certificate shall contain a provision that written notice of cancellation or any material change in the policy by the insurer shall be delivered to Lessor, thirty (30) days in advance of the effective date thereof.

26. **Notices.** Notices to Lessor provided for herein shall be sufficient if sent by certified mail, return receipt requested addressed to:

AIRPORT DIRECTOR
Jack Brooks Regional Airport
5000 Jerry Ware Drive
Beaumont, Texas 77705

and notices to said Lessee, if sent by certified mail, return receipt requested, addressed to:

Jon and Andrea Hoyt
PO Box 88
Kountze, TX, 77625
1 Tel. 409.790.2628
2 Tel. 409.679.1351
Email: JonAHoyt@Yahoo.com

or to such other addresses as the parties may designate to each other in writing from time to time.

LESSOR: Jack Brooks Regional Airport

BY:_____

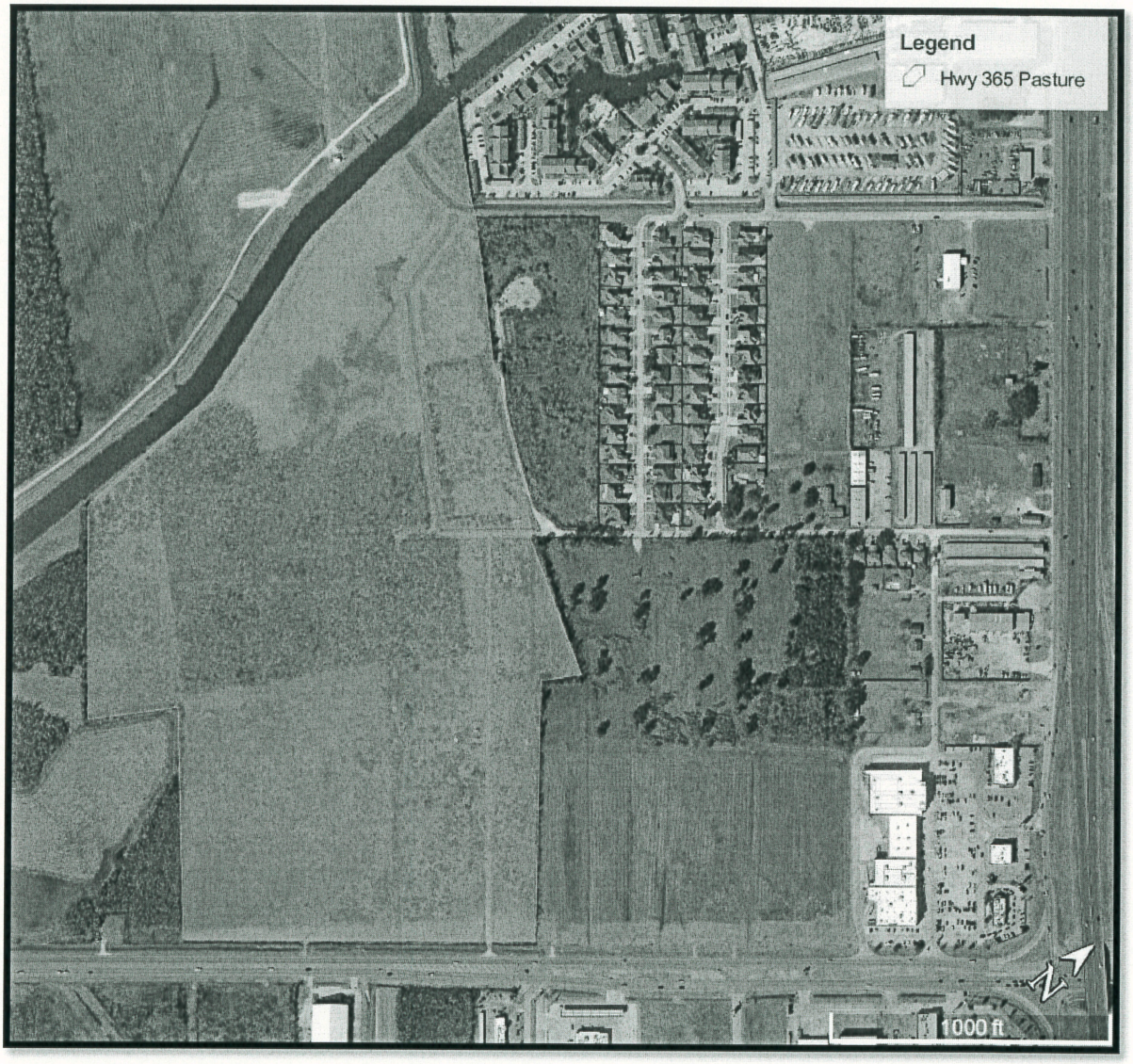
Jeff Branick
Jefferson County Judge

LESSEE

BY:_____

Jon Hoyt or Andrea Hoyt

Exhibit "A"



Jefferson County
District Clerk's Office
1085 Pearl Street
Room 203
Beaumont, TX 77701
409-835-8580
Fax 409-835-8527

Family Law Division
409-835-8653

Child Support
P. O. Box 3586
Beaumont, TX 77704
409-835-8425

Jamie Smith
District Clerk

Dear Fran,

I am requesting the following transfers to cover the cost of replacing a time-date stamp machine that is broken beyond repair:

- $500.00 from account 120-2031-414-40-11 (equipment-miscellaneous) to account 120-2031-414-30-84 (minor equipment)
- $375.00 from 120-2031-414-30-78 (office supplies) to 120-2031-414-30-84 (minor equipment)

Respectfully,

Jamie Smith

Jamie Smith
Jefferson County District Clerk

SECOND AMENDMENT TO THE MANAGEMENT AGREEMENT

This Second Amendment to the Management Agreement (this "Second Amendment") is entered into as of May 28, 2019 ("Amendment Effective Date") between Jefferson County, Texas, organized under the laws of the State of Texas ("County"), and Global Spectrum, LP, a Delaware limited partnership d/b/a Spectra Venue Management ("Manager").

Background

County and Manager are parties to a certain Management Agreement, effective as of April 1, 2017, which was amended pursuant to a certain Amendment to Management Agreement entered into as of March, 2017 (collectively, the "Management Agreement"), pursuant to which the County is engaging Manager to manage and operate the Ford Park Entertainment Complex, consisting of Ford Fields, Ford Pavilion, Ford Arena, Ford Exhibit Hall, Ford Midway, and two (2) barns. The parties desire to amend the Management Agreement to address what portion of "artist fees", "talent fees" or similar fees ("Talent Fees") constitute "gross services income" for the purposes of calculating the amount of Revenue generated from a show where the County acted as either a "co-promoter" of the show or bought the rights to produce the show, in each case where the County shared in (or reaped all of the financial benefits from) the show's profits in exchange for agreeing to incur all or a portion of the losses if the show was not financially successful ("At-Risk Shows").

Accordingly, effective as of September 30, 2018, the parties agree as follows:

1. Capitalized terms used in this Second Amendment and not otherwise defined in this Second Amendment shall have the meaning given to such terms in the Management Agreement.

2. For the purposes of calculating the Quantitative Component of the Incentive Fee owed to Manager pursuant to Article 3.1, the amount of Talent Fees constituting Revenue for any At-Risk Show occurring after September 30, 2018 shall equal (i) the total amount of Talent Fees for any At-Risk Show where the County purchases the right to promote the show, or (ii) with respect to any co-promoted At-Risk Show, the total amount of Talent Fees multiplied by the percentage of net profits from the At-Risk show that the County will receive under the Revenue Generating Contract. By way of example only, if the County is co-promoting a show with a concert promoter, the Talent Fees to the concert promoter equal $50,000, and the Revenue Generating Contract provides that the County and the concert promoter will share the net profit from the show 50/50, the amount of Talent Fees constituting Revenue for this At-Risk Show shall be $25,000. If the County purchases the right to promote a show and the Talent Fees equal $50,000, all $50,000 of Talent Fees constitute Revenue.

3. Notwithstanding the amount of Talent Fees that shall constitute Revenue for an At-Risk Show, the parties agree that the Revenue Benchmark previously established by the parties shall not change.

4. All references to the Management Agreement in the Management Agreement or in any other document referencing the Management Agreement shall be deemed to refer to the Management Agreement as amended hereby. Except for the modifications set forth above, all of the provisions of the Management Agreement shall remain unmodified and in full force and effect. All other terms, provisions, representations, warranties and covenants of the Management Agreement are hereby confirmed, ratified and remain in full force and effect. Any inconsistencies between this Second Amendment and the Management Agreement shall be governed by this Second Amendment.

5. This Second Amendment shall be governed by and construed in accordance with the laws of the

State of Texas, without regard to conflicts of law principles.

6. This Second Amendment may be executed in counterparts, each of which shallconstitute an original, and all of which together shall constitute one and the same document. ThisSecond Amendment may be executed by the parties and transmitted by facsimile or electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of thisSecond Amendment.

Each party has caused this Second Amendment to be executed on behalf of such party by an authorized representative as of the date first set forth above.

JEFERSON COUNTY

By: _____
Name: Judge Jeff Branick
Its: County Judge

GLOBAL SPECTRUM,L.P.,d/b/a Spectra Venue Management
By: Global Spectrum, LLC, its general partner

By: _____
Name: Brian Rothenberg
Its: President

Nationwide
is on your side

May 15, 2019

Jefferson County, TX
Attn: Patrick Swain, County Auditor/Administrator
1149 Pearl St., 7th Floor
Beaumont, TX 77701-3638

Re: 457 Deferred Compensation Services:

Dear Mr. Swain,

Nationwide deeply values its long-standing relationship with Jefferson County and welcomes the opportunity to expand our outstanding local service to all your employees while partnering with the County to address your 457 plan administration needs.

As part of our commitment to the County and its participants, Nationwide is pleased to offer the following Plan Enhancement options coinciding with the County's Guaranteed Minimum Interest Rate Option Form:

	Current Fee
Current Pricing – Asset Management Charge – Nationwide Retains Mutual Fund Service Fee Payments	55/55/90 bps

	Proposed Option 1*
Proposed Pricing – Asset Management Charge – Nationwide Retains Mutual Fund Service Fee Payments	40/40/75 bps

*Assumes GMIR Option Three selected

	Proposed Option 2**
Proposed Pricing – Asset Management Charge – Nationwide Retains Mutual Fund Service Fee Payments	10/10/10 bps
Nationwide Fixed Account Guaranteed Minimum Interest Rate (GMIR)	
2019	3.50%
2020	2.50%
2021	2.00%
2022+	1.00%

**Assumes GMIR Option One or Option Two selected

Please feel free to contact Jose Garza at 210-316-8522 with any questions you may have on our offer.

Sincerely,

Lou Moreno
Regional Vice President

cc: Jose Garza, Program Director

Retirement Specialists are Registered Representatives of Nationwide Investment Services Corporation, member FINRA.

Nationwide®
is on your side

Dear JAMIE SCHEXNAIDER,

RE: JEFFERSON COUNTY TX

IMPORTANT PLAN UPDATES – YOUR ACTION NEEDED

This is a follow up request to an options package that you should have previously received concerning your Nationwide Fixed Annuity Contract available in your 457(b) Deferred Compensation Plan. We ask that you please review the attached information and respond by the requested date of July 3, 2019.

Nationwide works to help employees save with confidence. Our goal is to help America's workers prepare for and live in retirement. One of the ways we work to achieve this goal is by periodically evaluating our suite of products, tools and resources. These evaluations lead to adjustments which allow for the continued delivery of an *On Your Side®* service experience to you and your participants.

As previously communicated, Nationwide is taking steps to change the Guaranteed Minimum Interest Rate of the Fixed Annuity Contract available in your plan. As a contract holder, you have options. The following packet includes all the steps required to make the necessary changes to your plan.

Next Steps

As part of this change, we are asking you to consider the options outlined in the enclosed *Guaranteed Minimum Interest Rate Change: Explanation of Options.* As Plan Sponsor, you have a responsibility to make decisions on behalf of the entire plan regarding products and features available to your plan participants.

Please take time to review the options and sign and return the required documents to Nationwide. **If you do not select one of the options provided, new contributions will no longer be accepted to your current Fixed Contract**. This includes, but is not limited to, payroll contributions, rollovers, transfers and exchanges. All future contributions will be invested into your plan's Default Investment Alternative Fund.

Questions?

Refer to the enclosed FAQ for more information. If you have additional questions about this change or the options available for the adjustment, please contact our service center at 877-496-1630 or your local Nationwide Retirement Solutions Representative. Our specialists are available Monday through Friday, 8 a.m. to 8 p.m. Eastern time.

Thank you for your partnership as we mutually work to help your participants prepare for and live in retirement.

Sincerely,
Nationwide Retirement Solutions

Nationwide, the Nationwide N and Eagle and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. © 2018 Nationwide.

NRM-17093AO (05/18)

Nationwide®
is on your side

Guaranteed Minimum Interest Rate Change: Explanation of Options

Please consider your available options before making a selection on the *Guaranteed Minimum Interest Rate Change: Options Form* (the *Options Form*). The *Options Form* and required documents are enclosed. **An option will need to be chosen and sent in to prevent your current fixed fund from being closed to future contributions, including rollovers, transfers and exchanges.**

1) Option One

Your contract is amended to lower the Guaranteed Minimum Interest Rate annually on the following schedule:

2019	2020	2021	2022
3.5%	2.5%	2.0%	1.0%

Nationwide commits to limiting the reduction of the Crediting Rate[1] to no more than 0.12% per quarter for the next 12 quarters. The reduction is based on market conditions and investment performance and may be less than 0.12%, which is the maximum per quarter as illustrated in the following table:

	GMIR	Minimum Gross Crediting Rate	Exchange/Transfer Limit
Q2 2020	2.50%	3.38%	20% annual
Q3 2020	2.50%	3.26%	20% annual
Q4 2020	2.50%	3.14%	20% annual
Q1 2021	2.00%	3.02%	20% annual

2) Option Two

The contract is amended to lower the Guaranteed Minimum Interest Rate annually on the same schedule shown in Option One. Additionally, the annual per participant exchange and transfer limit is also increased from 20% to 40%.

Nationwide commits to limiting the reduction of the Crediting Rate[1] to no more than 0.12% for the next 12 quarters. However, because of the increased exchange and transfer limit, the Crediting Rate under this option will be 0.10% less per quarter than under Option One, as illustrated in the following table:

	GMIR	Minimum Gross Crediting Rate	Exchange/Transfer Limit
Q2 2020	2.50%	3.28%	40% annual
Q3 2020	2.50%	3.16%	40% annual
Q4 2020	2.50%	3.04%	40% annual
Q1 2021	2.00%	2.92%	40% annual

[1]The Crediting Rate is the interest rate credited as an annual effective yield as determined by your Fixed Annuity Contract.

What happens if I don't select an Option?

Default If you do not act on any option, you are electing to place future participant allocations into your existing Default Investment Alternative Fund (DIA), or in the most conservative investment option in the plan's core fund line up if a DIA does not exist. Subsequently, if your participants do not elect a new investment to replace the Fixed Annuity Contract option, the DIA will be used for future contributions that would have otherwise been allocated into the Fixed Annuity Contract. Your plan's current fund lineup can be viewed online at www.nrsforu.com/plansponsor. The participants will be notified of the change so that they may have the opportunity to change their allocation.

Important Note: Please see the notice below on how plans that offer ProAccount Managed Account Services, provided by Nationwide Investment Advisors, will be affected by not choosing an option and defaulting.

Important notification concerning ProAccount Managed Account Services and the Guaranteed Minimum Interest Rate Changes

If your plan offers Nationwide ProAccount Managed Account Services, please take a moment to read why your option selection is important to ProAccount balances of your participants. By selecting Options 1 or 2 on the enclosed Options Form, there will be no changes to the participant's allocation within ProAccount and your participants will have no disruption to their managed account services.

However, if you do not act on either option, you are electing to place future participant allocations into your existing Default Investment Alternative Fund (DIA), or in the most conservative investment option in the plan's core fund line up if a DIA does not exist. Your plan will no longer have an active Fixed Annuity Contract and ProAccount will no longer have access to the existing balances of the Fixed Assets that are currently under ProAccount management. The Fixed Assets will be held in the participants' account outside of ProAccount at the 3.5% GMIR and will not be open to new contributions. Those participants with ProAccount will no longer have the Fixed Annuity Contract available in their ProAccount allocation and will be invested in other conservative allocation options available in your plan.

Participants who wish to fully incorporate their Nationwide retirement plan assets in professional management can contact Nationwide to move the assets currently invested in the Fixed Annuity Contract into their ProAccount Portfolio. Plan Level Exchange and Transfer contract features will still apply.

Please contact our service center at 877-496-1630 or your local Nationwide Retirement Solutions Representative if you have any questions. Our specialists are available Monday through Friday, 8 a.m. to 8 p.m. Eastern time.

Nationwide®
is on your side

FAQ: Guaranteed Minimum Interest Rate

What is changing?

We're adjusting the Guaranteed Minimum Interest Rate (GMIR) to ensure we can continue offering current and future participants valuable retirement plan solutions. Accordingly, Nationwide must align with the market and gradually reduce the GMIR in our fixed annuity contracts.

What is a Guaranteed Minimum Interest Rate?

The Guaranteed Minimum Interest Rate is the lowest Crediting Rate that Nationwide will credit to participant accounts under the terms of the contract.

What is a Crediting Rate?

The Crediting Rate is the interest rate credited as an annual effective yield to participants that are invested in the fixed annuity on a daily basis. The Crediting Rate is determined on a quarterly basis by Nationwide and is different than the GMIR.

Why is Nationwide making this change now?

As we survey the retirement plans market, we've recognized a need to change a feature of our product suite—the Guaranteed Minimum Interest Rate (GMIR) of the fixed annuity contract available in your plan. Over the past five years, many providers have lowered their GMIRs. During that time, Nationwide did not take any action; however, long-term interest rates have only increased modestly, creating an interest rate environment in which we can no longer offer an above-market crediting rate.

For the last several years, the industry has operated in a consistently low interest rate environment, which has directly impacted the investment returns available in the market. During this time, Nationwide has continued to provide an above-market crediting rate to participants invested in our fixed contract, but now recognizes the need to adjust the GMIR to allow for more market driven crediting rates.

What is the difference between a Crediting Rate and a GMIR?

While the quarterly Crediting Rate may vary depending on market conditions and investment performance, the GMIR is the minimum interest rate established under the Contract. It is meant to act as a floor, meaning regardless of market conditions or investment performance, participants with assets invested in the Contract will not receive a crediting rate that is lower than the GMIR.

What happens when the crediting rate wants to drop below the GMIR but is limited by the guarantee?

Nationwide's goal is to pay a competitive crediting rate to participants. Reducing the Guaranteed Minimum Interest Rate may not have a direct impact on the crediting rate that is paid to the participant. Even though Nationwide will annually step down the Guaranteed Minimum Interest Rate to 1%, the crediting rate may change quarterly. And while it may be reduced occasionally due to market conditions or investment performance, it will never drop below the Guaranteed Minimum Interest Rate.

What can I expect from Nationwide?

You can expect Nationwide to continue to offer a competitive crediting rate to your participants. Our goal is to help America's workers prepare for and live in retirement and we will help do this through the products and services that we offer. Nationwide can also provide materials and tools to help communicate this change to affected participants upon request.

What is the exchange and transfer limit under Option 2?

The percentage of the participant's assets invested in the contract which can be exchanged or transferred out of the contract per year will be increased from 20% to 40%, enabling your participants to transfer more money out of their Fixed asset. If the limit is exceeded, no further exchanges or transfers will be permitted until the following year.

When will the change to the GMIR be effective?

The adjustment for any option selected and the default option, if no option is selected, will be effective on 4/1/2020.

Nationwide®
is on your side

Guaranteed Minimum Interest Rate Change: Options Form

Plan Name: JEFFERSON COUNTY TX
Entity Number: 0038160001

Please select only one of the options below, sign the bottom of this page, and return both this Options Form and any required documents by July 3, 2019.

[___] **Option One: Crediting Rate**
- Return Signed Options Form
- Return Signed Amendment

[___] **Option Two: Increased Participant Level Exchange and Transfer Limit**
- Return Signed Options Form
- Return Signed Amendment

Please Note: If you do not act, you are electing to place those participant allocations in your existing Default Investment Alternative on file, or in the most conservative investment option in the plan's core fund line up if a DIA does not exist. Participants will be notified of the change so that they may have the opportunity to change their allocation.

OPTION 1

Or

OPTION 2

REQUIRED DOCUMENTS

The signed documents can be returned to Nationwide in one of three ways:

- Return in the provided envelope
- Scan and email to NRSFORU@nationwide.com
- Fax directly to 1-877-677-4329

For information about each option, please refer to the *Guaranteed Minimum Interest Rate Change: Explanation of Options.*

Plan Sponsor Signature **Date**

By signing above, I certify that I have the authority to act on behalf of the Plan and that I have fully reviewed the information provided to me. The unregistered group variable and fixed annuity is issued by, and any guarantees are subject to the claims-paying ability of, Nationwide Life Insurance Company, Columbus, OH.

Nationwide, the Nationwide N and Eagle and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. © 2018 Nationwide.

PNM-17094AO (05/18)

NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215

FIXED ACCOUNT AMENDMENT
to
Group Flexible Purchase Payment Deferred Variable Annuity Contract

General Information Regarding this Amendment

This Fixed Account Amendment replaces the Fixed Account Endorsement that was previously issued to the Contract Owner and is made a part of the Contract to which it is attached. To the extent the terms of the Contract and this Amendment are inconsistent, the terms of this Amendment shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

WHEREAS, the above-referenced group annuity Contract was issued to the Contract Owner for the benefit of the Participants and their Beneficiaries in the Contract Owner's Plan by Nationwide Life Insurance Company ("Nationwide") along with a Fixed Account Endorsement; and

WHEREAS, Nationwide and the Contract Owner wish to modify the Contract provisions that were added to the Contract through the Fixed Account Endorsement pursuant to the Alteration or Modification section of the Contract,

NOW, THEREFORE, pursuant to the agreement of Nationwide and the Contract Owner, the Contract is hereby modified as follows:

1. The terms and provisions that were added to the Contract through the Fixed Account Endorsement are deleted in their entirety and replaced with the following:

DEFINITIONS

The following definitions are modified in, or added to, the Contract:

Annual Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar year. Nationwide determines this rate at its sole discretion.

Contract Value - The combined value of the Variable Account(s) and the Fixed Account.

Exchange - The movement of amounts attributable to Participant Accounts to a Companion Investment Option under the Plan, or from one or more Sub-Accounts of the Variable Account to one or more Sub-Accounts of the Variable Account, or from one or more Sub-Accounts of the Variable Account to the Fixed Account, or from the Fixed Account to a Companion Investment Option under the Plan or to one or more Sub-Accounts of the Variable Account.

Fixed Account - An option funded by Nationwide's general account crediting specified interest rates.

Guaranteed Minimum Fixed Account Interest Rate - A minimum interest rate established under the Contract. All rates under the Contract are guaranteed to be at least as great as the Guaranteed Minimum Fixed Account Interest Rate.

Participant Account Value - The present value of the units and the Fixed Account attributable to a Participant's Account.

Quarterly Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar quarter. This rate may be equal to or greater than the applicable Annual Guaranteed Interest Rate. Nationwide determines this rate at its sole discretion.

FIXED ACCOUNT

The following is added to the Contract:

General Information Regarding the Fixed Account

The Fixed Account is an investment option under the Contract offering an Annual Guaranteed Interest Rate and a Quarterly Guaranteed Interest Rate. The Contract also provides a Guaranteed Minimum Fixed Account Interest Rate. Nationwide credits interest to the Fixed Account at these rates that it prospectively declares. At no time will there be an interest rate declared that is lower than the Guaranteed Minimum Fixed Account Interest Rate. Interest rates are determined at the sole discretion of Nationwide, and Nationwide reserves the right to modify the Guaranteed Minimum Fixed Account Interest Rate upon notice to the Contract Owner in accordance with the Alteration and Modification section of the Contract. Nationwide declares all of its rates as annual effective yields. Nationwide reserves the right to discontinue accepting additional Purchase Payments and Transfer and Exchange allocations to the Fixed Account at any time.

Fixed Account guarantees are supported by the general account of Nationwide and are not insured by the FDIC, NCUSIF or any other agency of the Federal government. The Fixed Account is a non-participating option. Allocations to the Fixed Account do not share in any surplus of Nationwide.

Guaranteed Interest Rates

The Guaranteed Minimum Fixed Account Interest Rate for the Contract is listed on the Contract Specifications Page. Nationwide reserves the right to modify the Guaranteed Minimum Fixed Account Interest Rate upon notice to the Contract Owner in accordance with the Alteration or Modification section of the Contract.

No later than the last Business Day of a calendar year, Nationwide declares the Annual Guaranteed Interest Rate for the Fixed Account for the next calendar year. In addition, no later than the last Business Day of a calendar quarter, Nationwide will declare the Quarterly Guaranteed Interest Rate, that is calculated on an annualized basis, to be credited to the Fixed Account for the next calendar quarter.

Crediting Interest to the Fixed Account

Nationwide interest rates are all declared as annual effective yields. An effective yield takes into account the effect of interest compounding. Nationwide credits interest to the Fixed Account on each Business Day. Annual effective yields are converted by Nationwide into a daily interest rate factor. The current Fixed Account value is calculated by taking the daily interest rate factor and multiplying it by the previous Business Day's Fixed Account value. Because interest is credited only on Business Days, interest from multiple non-Business Days (e.g., days falling on a weekend or holidays) accumulate and are credited on the next available Business Day.

Calculating the Fixed Account Value

The Fixed Account value on any given Business Day is equal to:

(1) total Purchase Payments allocated to the Fixed Account; plus
(2) The daily interest earned, plus
(3) Exchanges or Transfers to the Fixed Account, minus
(4) Exchanges or Transfers out of the Fixed Account; minus
(5) Withdrawals from the Fixed Account; minus
(6) Participant Benefit Payments; minus
(7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges that are applied to Participant Accounts.

Calculating a Participant Account Value in the Fixed Account

A Participant Account Value in the Fixed Account on any given Business Day is equal to:

(1) total Participant Contributions allocated to the Fixed Account; plus
(2) the daily interest earned on the Participant's Account; plus
(3) Exchanges or Transfers to the Fixed Account; minus
(4) Exchanges or Transfers out of the Fixed Account; minus
(5) Withdrawals from the Fixed Account; minus
(6) Participant Benefit Payments; minus
(7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges that are applied to Participant Accounts.

CONTRACT EXPENSES

The "Contract Expenses" provision of the Contract is amended with the addition of the following.

Unless otherwise mutually agreed to by the Contract Owner and Nationwide, all expenses and charges attributable to the Contract, except the Variable Account Charge, will be deducted proportionally from the Variable Account(s) and the Fixed Account based on the value each account bears to the total Contract Value. Any applicable expenses or charges attributable to a Participant Account will be deducted proportionally and in the same manner.

EXCHANGES AND TRANSFERS

The following is added to the Contract:

Exchanges and Transfers to and from the Fixed Account

Nationwide will generally accept Exchanges and Transfers to the Contract. Nationwide reserves the right to discontinue accepting Exchanges and Transfers to the Fixed Account at any time.

Exchanges and Transfers out of the Fixed Account are subject to certain limitations. The Contract Owner elects at the time of application to accept a Participant level Exchange and Transfer limitation or an aggregate Contract level Exchange and Transfer limitation. Liquidations of Contract Value via Exchange and Transfer are combined into a single percentage limitation. The type of limitation and percentage limitation are listed on the Contract Specifications Page.

Nationwide, in its sole discretion, may agree not to impose any Exchange or Transfer restrictions. If no such Exchange or Transfer restrictions will be imposed, this will be reflected on the Contract Specifications Page. In the event that Exchange or Transfer restrictions are imposed under the Contract, Nationwide may agree to waive any Exchange and/or Transfer restrictions listed on the Contract Specification Page on Exchanges and Transfers involving Participants actively utilizing asset allocation models or asset allocation services available under the Plan.

All Exchange and Transfer limitations are set, or reset, on a calendar year basis. The permissible Exchange and Transfer amount cannot be rolled from year to year or otherwise "banked" for utilization in subsequent calendar years.

The Contract Owner may request to change the type of Exchange and Transfer limitation for the next calendar year if Nationwide receives, in a form acceptable to Nationwide, the request by at least ninety (90) days prior to the end of the preceding calendar year.

All Exchanges to and from the Fixed Account are done in conjunction with a Companion Investment Option. In order for Nationwide to accept Exchanges to or from a Companion Investment Option, the Contract Owner must identify the Companion Investment Option to Nationwide in writing and Nationwide must agree to accept

Exchanges to or from the identified Companion Investment Option. Nationwide may discontinue accepting Exchanges to or from a Companion Investment Option by giving the Contract Owner at least thirty (30) days advance written notice.

In the event the Contract Owner elects to add a Companion Investment Option to the Plan with characteristics in structure, investment time horizon, rate setting, or any other characteristics that could compel on-going Exchanges between the Fixed Account and such Companion Investment Option, the Contract Owner shall provide Nationwide with notice of the addition of such a Companion Investment Option to the Plan at least ninety (90) days prior to the addition of such Companion Investment Option. If such a Companion Investment Option is added to the Plan, then Nationwide may impose an equity wash that prohibits direct Exchanges between the Fixed Account and such Companion Investment Option. Nationwide will notify the Contract Owner in the event an equity wash will be imposed with regard to Exchanges with a Companion Investment Option and the Fixed Account.

Nationwide processes Transfer requests within seven (7) Business Days of the date the request is received and accepted by Nationwide from the Contract Owner on behalf of the Participant, or directly from the Participant if permitted by the Plan. Nationwide may require Transfer requests to be on a form it provides.

Sixty Month Exchange or Transfer Program

If the Contract Owner has elected a Participant level Exchange and Transfer limitation, Nationwide may permit Participants to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via a monthly Exchange or Transfer over a period of sixty (60) months. Nationwide may, in its sole discretion, permit the Contract Owner, on behalf of a Participant, to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via monthly Exchange or Transfer over a period of sixty (60) months. Any such sixty (60) month Exchange or Transfer shall be subject to the following.

(1) The amount to be Exchanged each month is equal to the value of the Fixed Account of the Participant Account divided by the number of remaining months until the 60 month Exchange or Transfer program is completed.

(2) Any additional Participant Contribution, Exchange and/or Transfer to the Fixed Account of a Participant Account where the 60 month Exchange or Transfer program is in effect will result in immediate cancellation of any additional Exchanges or Transfers under this program.

(3) If the Participant level Exchange limitation (whether the percentage limitation or number of transactions limit) has been met in the calendar year in which the request to initiate the 60 month Exchange or Transfer program is received, Nationwide will reject the request. The request may be made again beginning on the first day of the next calendar year.

(4) The 60 month Exchange or Transfer program is only available for Participant Account Values of at least $1,000.

TERMINATION AND WITHDRAWALS

The following is added to the Contract.

Termination

In the event the Contract Owner or Nationwide terminate the Contract, the following will apply to the Fixed Account.

At least thirty (30) days prior to the effective date of termination, the Contract Owner must elect one of the two Withdrawal methods listed below for amounts attributable to the Fixed Account.

(1) Lump-sum Payment. If the Contract Owner elects to have funds Withdrawn from the Fixed Account in one lump-sum payment, Nationwide will pay to the Contract Owner the Withdrawal Value of amounts attributable to the Fixed Account less a market value adjustment if the present value of amounts attributable to the Withdrawal are less than the present Contract Value of such amounts. The

market value adjustment is determined by Nationwide at its sole discretion, but will be done in a manner consistent with making a reasonable approximation of the present value of assets attributable to the Fixed Account. Nationwide will provide the Contract Owner the current procedures it uses to determine the market value adjustment upon request.

(2) Sixty (60) Monthly Installments. If the Contract Owner elects to have funds Withdrawn from the Fixed Account in sixty (60) monthly installments, Nationwide will begin installment Withdrawals no later than ninety (90) days following the effective date of termination of the Contract, unless otherwise mutually agreed by the Contract Owner and Nationwide. The amount of each installment is determined by the following:

(a) the Fixed Account value on the date before the installment is Withdrawn; divided by

(b) the number of remaining installments.

Fixed Account Withdrawals in addition to installment Withdrawals will not be permitted, nor will any Exchanges or Transfers be permitted.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this ___ day of _____, 201_.

APPROVED:

CONTRACT OWNER: _____

By: _____

NATIONWIDE LIFE INSURANCE COMPANY:

By: _____

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending May 31, 2019

Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500

1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

June 12, 2019

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of May 31, 2019 together with the results of operations of the budget for the eighth period then ended.

Revenue:

Total budgeted revenue collected for the eight months ending May 31, 2019 is $108,635,597. Budgeted Revenues are $123,459,183 leaving $14,823,586 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are $81,523,329 for the eight months of the year. This amount represents 96.9% of the budgeted amount of $84,107,182.

Sales Taxes:

Sixty-six percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be $24,650,000.

Licenses & Permits:

Sixty-one percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be $420,850 for the year.

Intergovernmental:

Sixty-two percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be $1,238,611.

Fees:

Seventy-two percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be $10,873,040 for the year.

Fines and Forfeitures:

Sixty percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be $1,750,000.

Interest:

Revenues from Interest have exceeded the budgeted amount of $392,500 by $524,812.

Other Revenues:

Eleven percent of Other Revenues have been collected. Revenues from Other Revenues are budgeted to be $27,000 for the year.

Expenditures:

Overall for the County's budgeted funds, sixty-one percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be $131,743,632, which includes General Funds and debt service funds, excluding budgeted transfers of $4,612,656 for the fiscal year ending September 30, 2019.

Please call me if you have any questions on the enclosed report.

Sincerely,

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING MAY 31, 2019
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Jefferson County, Texas
Consolidated Balance Sheet
For the Month Ending May 31, 2019

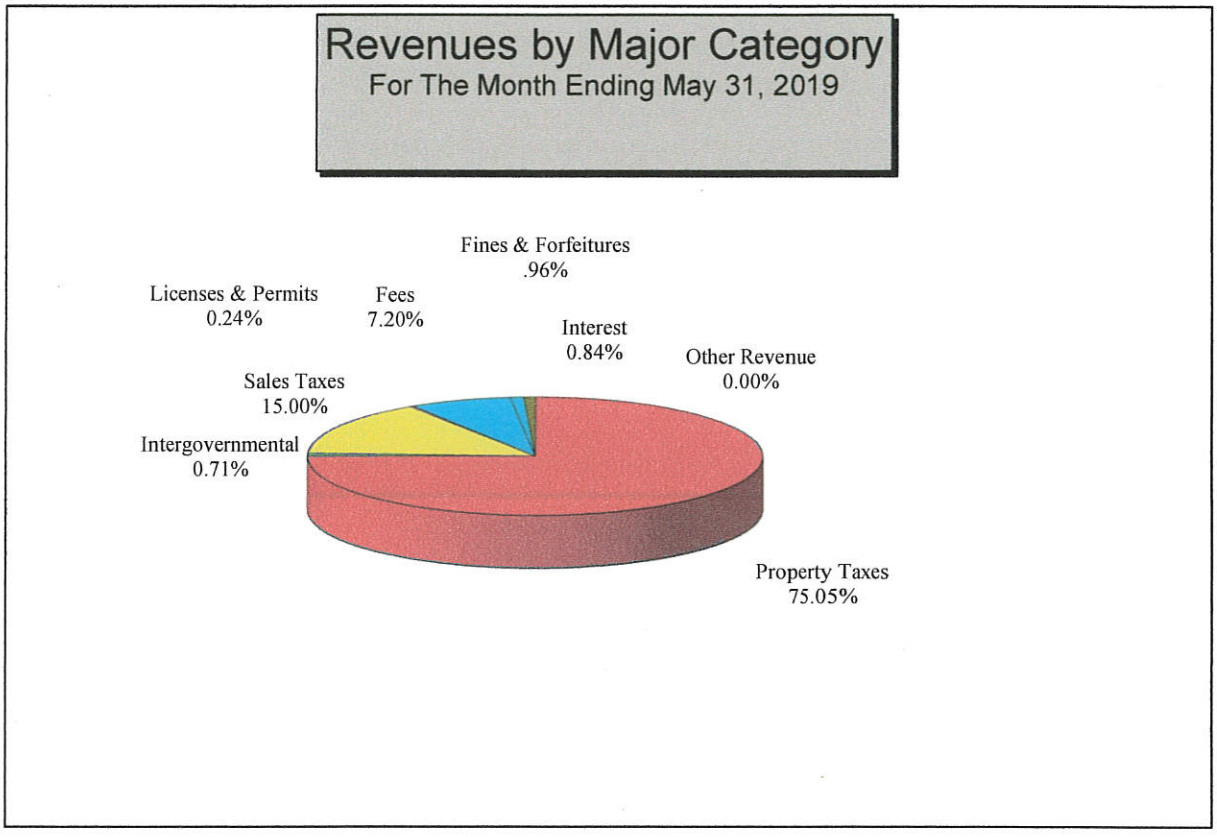
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
ASSETS							
Cash and Cash Equivalents	$ 77,327,447	15,914,776	1,462,861	4,451,943	(1,541,750)	(3,593,473)	$ 94,021,804
Receivables & Prepaids	6,303,603	45,179	-	117,922	71,257	-	6,537,961
Intergovernmental Receivables	3,982,424	-	-	-	-	-	3,982,424
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	549,456	63,288	-	-	145,733	-	758,477
Other Assets	-	-	-	-	80,077,482	-	80,077,482
Total Assets	$ 88,312,930	$ 16,023,243	$ 1,462,861	$ 4,569,865	$ 78,752,722	$ (3,593,473)	$ 185,528,148
LIABILITIES AND FUND BALANCE/EQUITY							
Payables	$ 4,452,063	636,889	-	-	984,369	1,806,043	$ 7,879,364
Intergovernmental Payables	360	5,495	-	-	29	-	5,884
Other Liabilities	9,284,640	663,048	-	104,141	721,318	-	10,773,147
Fund Balance/Equity	74,575,867	14,717,811	1,462,861	4,465,724	77,047,006	(5,399,516)	166,869,753
Total Liabilities and Fund Balance/Equity	$ 88,312,930	$ 16,023,243	$ 1,462,861	$ 4,569,865	$ 78,752,722	$ (3,593,473)	$ 185,528,148

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending May 31, 2019

	4/30/2019	Month Ending May 31, 2019				5/31/2019
	Fund Balance	Receipts	Disbursements	Transfers In(/Out)	Prior Period Adjustment	Fund Balance
Jury Fund	$ 298,336	$ 6,634	47,133	$ -	$ -	$ 257,837
Road & Bridge Pct. 1	3,803,433	80,959	171,067	-	-	3,713,325
Road & Bridge Pct. 2	883,642	75,175	186,676	-	-	772,141
Road & Bridge Pct. 3	639,764	69,189	166,654	-	-	542,299
Road & Bridge Pct. 4	3,004,721	92,490	150,217	-	-	2,946,994
Engineering Fund	477,532	4,989	114,280	-	-	368,241
Parks & Recreation	156,447	6,620	3,019	-	-	160,048
General Fund	66,827,229	4,978,434	10,820,969	(3,494)	-	60,981,200
Mosquito Control Fund	1,502,581	10,818	156,295	-	-	1,357,104
Tobacco Settlement Fund	3,472,755	3,923	-	-	-	3,476,678
Total General Funds	81,066,440	5,329,231	11,816,310	(3,494)	-	74,575,867
Total Special Revenue Funds	15,437,833	1,204,342	1,927,858	3,494	-	14,717,811
Total Capital Project Funds	5,535,379	87,349	4,159,867	-	-	1,462,861
Total Debt Service Funds	4,434,925	30,799	-	-	-	4,465,724
Total Enterprise Funds	77,247,740	749,725	950,459	-	-	77,047,006
Total Internal Service Funds	(5,891,714)	1,695,332	1,203,134	-	-	(5,399,516)
Total Balances	$ 177,830,603	$ 9,096,778	$ 20,057,628	$ -	$ -	$ 166,869,753

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending May 31, 2019

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	$ 81,523,329	$ 84,107,182	$ 2,583,853	3.07%
Sales Taxes	16,291,498	24,650,000	8,358,502	33.91%
Licenses & Permits	258,131	420,850	162,719	38.66%
Intergovernmental	769,591	1,238,611	469,020	37.87%
Fees	7,825,941	10,873,040	3,047,099	28.02%
Fines & Forfeitures	1,046,904	1,750,000	703,096	40.18%
Interest	917,312	392,500	(524,812)	-133.71%
Other Revenue	2,891	27,000	24,109	89.29%
	$ 108,635,597	$ 123,459,183	$ 14,823,586	12.01%



Jefferson County, Texas

Statement of Revenues - Compared With Budget Allocation

For The Month Ending May 31, 2019

	October 2018 -December	January	February	March	April	May	Cumulative Total	Annual Budget	Unrealized Balance
Jury Fund									
Current Taxes	$ 21,880	$ 75,093	$ 23,914	$ 1,209	$ 781	$ 543	123,420	$ 126,936	$ 3,516
Delinquent Taxes	483	159	160	106	159	156	1,223	1,731	508
Jury Fees	10,796	3,552	4,777	4,281	6,187	5,867	35,460	50,000	14,540
Other Revenue	20,332	-	90	-	34,374	68	54,864	200,000	145,136
Road & Bridge Pct. 1									
Current Taxes	104,573	358,888	114,294	5,774	3,734	2,596	589,859	606,663	16,804
Delinquent Taxes	2,030	671	673	447	668	657	5,146	7,281	2,135
Intergovernmental Revenue	-	-	772	-	-	-	772	-	(772)
Auto Registration Fees	-	79,803	-	-	-	-	79,803	617,280	537,477
Road & Bridge Fees	119,634	37,530	49,202	50,003	46,023	54,494	356,886	559,410	202,524
Sales, Rentals & Services	-	-	-	-	290	-	290	-	(290)
Fines and Forfeitures	45,458	18,158	21,806	27,113	27,304	23,212	163,051	244,340	81,289
Road & Bridge Pct. 2									
Current Taxes	97,092	333,213	106,117	5,361	3,467	2,410	547,660	563,262	15,602
Delinquent Taxes	1,908	631	632	420	628	617	4,836	6,844	2,008
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	74,927	-	-	-	-	74,927	573,120	498,193
Road & Bridge Fees	111,076	34,845	45,682	46,425	42,764	50,596	331,388	519,390	188,002
Sales, Rentals & Services	300	-	-	-	-	-	300	-	(300)
Fines and Forfeitures	42,205	16,859	20,246	25,174	25,350	21,552	151,386	226,860	75,474
Road & Bridge Pct. 3									
Current Taxes	89,367	306,702	97,674	4,935	3,191	2,218	504,087	518,447	14,360
Delinquent Taxes	1,741	575	577	383	573	563	4,412	6,246	1,834
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	68,199	-	-	-	-	68,199	527,520	459,321
Road & Bridge Fees	102,238	32,072	42,048	42,731	39,298	46,570	304,957	478,065	173,108
Sales, Rentals & Services	588	-	-	-	-	-	588	-	(588)
Fines and Forfeitures	38,848	15,518	18,635	23,172	23,334	19,838	139,345	208,810	69,465
Road & Bridge Pct. 4									
Current Taxes	115,551	396,563	126,292	6,380	4,126	2,868	651,780	670,348	18,568
Delinquent Taxes	2,225	735	737	490	732	720	5,639	7,981	2,342
Intergovernmental Revenue	-	-	-	-	-	-	-	1,200	1,200
Auto Registration Fees	-	87,347	-	-	-	-	87,347	682,080	594,733
Road & Bridge Fees	132,193	41,469	54,367	55,251	50,855	60,215	394,350	618,135	223,785
Sales, Rentals & Services	2,348	(112)	(123)	6,718	1,100	3,038	12,969	-	(12,969)
Fines and Forfeitures	50,229	20,064	24,095	29,959	30,169	25,649	180,165	269,990	89,825
Other Revenue	-	-	-	-	-	-	-	-	-

Jefferson County, Texas

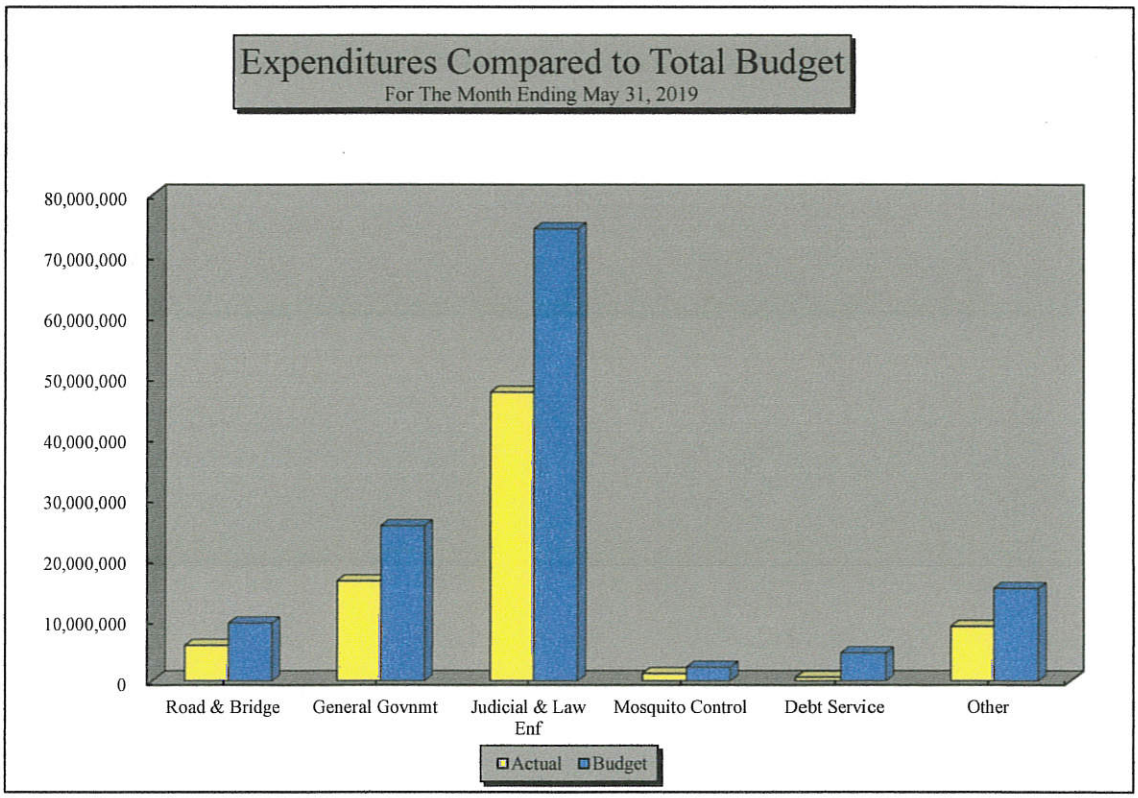
Statement of Revenues - Compared With Budget Allocation

For The Month Ending May 31, 2019

	October 2018 -December	January	February	March	April	May	Cumulative Total	Annual Budget	Unrealized Balance
Engineering Fund									
Current Taxes	$ 159,682	$ 548,020	$ 174,526	$ 8,817	$ 5,702	$ 3,963	900,710	$ 926,371	$ 25,661
Delinquent Taxes	3,172	1,048	1,051	698	1,044	1,026	8,039	11,378	3,339
Licenses and Permits	-	-	1,400	-	1,520	-	2,920	800	(2,120)
Sales, Rentals & Services	200	-	-	-	-	-	200	400	200
Parks & Recreation									
Current Taxes	9,975	34,233	10,902	551	356	248	56,265	57,868	1,603
Delinquent Taxes	164	54	54	36	54	53	415	588	173
Sales, Rentals & Services	16,718	3,599	5,082	6,499	5,939	6,319	44,156	65,175	21,019
General Fund									
Current Taxes	13,330,610	45,749,896	10,407,963	736,083	476,008	330,874	71,031,434	73,172,590	2,141,156
Delinquent Taxes	271,738	89,792	90,034	59,829	89,425	87,887	688,705	974,562	285,857
Sales Taxes	2,997,978	2,770,458	2,901,469	2,287,886	2,513,275	2,820,432	16,291,498	24,650,000	8,358,502
Other Taxes	1,449	-	-	-	-	1,442	2,891	27,000	24,109
Licenses and Permits	71,673	35,427	33,281	30,027	49,477	35,326	255,211	420,050	164,839
Intergovernmental Revenue	126,721	8,275	105,496	28,769	397,305	47,389	713,955	1,037,411	323,456
Fees of Office	953,371	278,450	433,542	361,120	351,488	373,237	2,751,208	4,008,165	1,256,957
Other Sales, Rentals & Svcs.	1,289,762	532,812	419,652	(157,316)	95,650	1,102,353	3,282,913	2,174,300	(1,108,613)
Fines & Forfeitures	111,090	49,936	37,025	61,677	58,274	94,955	412,957	800,000	387,043
Interest	520,343	60,379	99,036	42,594	69,119	84,539	876,010	360,000	(516,010)
Other Revenue	-	-	-	-	-	-	-	-	-
Mosquito Control Fund									
Current Taxes	341,385	1,171,615	373,120	18,850	12,190	8,473	1,925,633	1,980,492	54,859
Delinquent Taxes	7,249	2,396	2,402	1,596	2,386	2,345	18,374	26,000	7,626
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-
Tobacco Settlement Fund									
Interest	6,096	2,498	3,818	1,732	2,975	3,923	21,042	22,500	1,458
Debt Service									
Current Taxes	780,540	2,678,769	853,097	43,100	27,871	19,374	4,402,751	4,384,205	(18,546)
Delinquent Taxes	21,564	6,876	6,796	4,325	6,978	6,402	52,941	57,389	4,448
Interest	1,991	2,501	4,770	2,188	3,787	5,023	20,260	10,000	(10,260)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-	-
Total	$ 22,136,566	$ 56,030,495	$ 16,717,183	$ 3,875,393	$ 4,515,930	$ 5,360,030	108,635,597	$ 123,459,183	$ 14,823,586

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 67% of Budget Expended
For The Month Ending May 31, 2019

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	$ 281,924	$ 657,877	$ 375,953	57.15%
Road & Bridge Funds	5,131,698	8,310,549	3,178,851	38.25%
Engineering Fund	675,696	1,063,911	388,215	36.49%
Parks & Recreation Fund	57,881	213,945	156,064	72.95%
General Fund:				
General Government	16,531,997	25,590,527	9,058,530	35.40%
Judicial	12,633,031	19,880,321	7,247,290	36.45%
Law Enforcement	34,614,579	53,841,358	19,226,779	35.71%
Education	224,508	434,358	209,850	48.31%
Health & Welfare	5,168,373	8,733,559	3,565,186	40.82%
Maintenance	2,495,385	4,050,874	1,555,489	38.40%
Other	980,418	1,950,283	969,865	49.73%
Mosquito Control Fund	1,195,370	2,254,070	1,058,700	46.97%
Tobacco Settlement	150,000	150,000	-	0.00%
Debt Service Funds	582,065	4,612,000	4,029,935	87.38%
	$ 80,722,925	$ 131,743,632	$ 51,020,707	38.73%



Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending May 31, 2019

	October 2018 December	January	February	March	April	May	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Jury Fund	$ 115,063	$ 26,311	$ 17,036	$ 54,817	$ 17,044	$ 47,133	$ 4,520	$ 281,924	$ 657,877	$ 375,953
Road & Brdg Pct. 1	439,896	102,709	107,284	115,789	103,028	171,067	156,634	1,196,407	1,892,766	696,359
Road & Brdg Pct. 2	772,969	115,185	117,349	175,235	80,851	186,676	175,611	1,623,876	2,241,040	617,164
Road & Brdg Pct. 3	443,552	128,724	154,995	110,925	216,005	166,654	58,229	1,279,084	2,021,606	742,522
Road & Brdg Pct. 4	348,594	110,333	73,048	108,718	135,767	150,217	105,654	1,032,331	2,155,137	1,122,806
Engineering	255,482	77,787	75,423	75,699	75,472	114,280	1,553	675,696	1,063,911	388,215
Parks & Recreation	17,421	6,892	11,046	6,299	5,070	3,019	8,134	57,881	213,945	156,064
Tax Assessor/Coll.	1,104,057	297,786	294,017	292,578	294,733	439,595	6,205	2,728,971	4,174,897	1,445,926
Human Resources	116,799	34,038	33,297	38,289	38,025	49,854	2,530	312,832	460,967	148,135
County Auditor	409,892	108,207	111,817	114,275	112,096	168,329	52	1,024,668	1,573,079	548,411
County Clerk	595,459	183,304	166,521	167,162	168,860	255,627	39,087	1,576,020	2,444,618	868,598
County Judge	226,340	69,000	64,153	65,526	80,004	97,020	1,452	603,495	954,780	351,285
Risk Management	71,924	20,955	20,207	20,701	21,305	30,055	152	185,299	268,173	82,874
County Treasurer	104,594	29,965	31,349	29,205	30,283	45,388	1,080	271,864	408,461	136,597
Printing Department	36,059	8,568	13,145	10,736	12,025	13,859	10,727	105,119	176,944	71,825
Purchasing Department	143,006	41,281	46,462	44,261	45,308	64,480	7,116	391,914	585,517	193,603
General Services	2,909,343	676,725	1,455,010	762,741	692,900	655,198	113,161	7,265,078	11,295,480	4,030,402
MIS	553,581	144,498	186,815	153,836	144,696	212,657	49,521	1,445,604	2,262,912	817,308
Voter's Registration	24,956	8,557	7,099	7,030	7,370	10,188	223	65,423	127,337	61,914
Elections	312,927	56,332	32,074	33,112	36,806	83,071	1,388	555,710	857,362	301,652
District Attorney	1,756,524	515,048	529,799	523,498	519,798	763,939	15,101	4,623,707	7,096,198	2,472,491
District Clerk	528,753	153,989	158,810	155,692	157,142	228,198	11,018	1,393,602	2,040,426	646,824
Criminal Dist. Court	302,189	114,216	108,055	118,671	120,028	142,836	3,963	909,958	1,556,924	646,966
58th Dist. Court	61,218	17,784	18,834	22,638	22,490	33,307	360	176,631	316,083	139,452
60th Dist. Court	81,040	24,155	24,425	24,355	22,783	30,953	139	207,850	311,180	103,330
136th Dist. Court	79,685	23,134	23,138	23,271	23,145	34,824	133	207,330	328,942	121,612
172nd Dist. Court	77,306	21,632	21,239	20,804	21,632	33,307	11,950	207,870	322,037	114,167
252nd Dist. Court	225,346	84,315	96,970	73,236	91,681	93,259	824	665,631	1,171,756	506,125
279th Dist. Court	108,170	31,770	30,572	39,325	30,006	38,421	-	278,264	436,139	157,875
317th Dist. Court	202,388	55,614	63,609	53,232	52,154	87,717	3,120	517,834	823,557	305,723
J.P. Pct. 1 Pl 1	101,271	30,172	29,812	29,696	29,269	44,355	594	265,169	395,346	130,177
J.P. Pct. 1 Pl 2	93,908	28,280	31,150	30,763	30,618	43,195	798	258,712	395,465	136,753
J.P. Pct. 2	77,734	22,762	22,755	22,390	23,034	33,937	873	203,485	364,007	160,522
J.P. Pct. 4	97,797	28,263	29,797	27,829	28,804	42,440	99	255,029	394,148	139,119
J.P. Pct. 6	97,054	27,972	29,011	30,086	30,175	46,194	888	261,380	396,643	135,263
J.P. Pct. 7	95,646	28,120	29,164	28,786	28,061	46,587	25	256,389	398,847	142,458
J.P. Pct. 8	91,209	26,253	26,785	27,951	27,014	39,169	1,182	239,563	384,659	145,096
Cnty. Court at Law 1	127,515	37,457	37,515	37,829	37,641	56,190	77	334,224	499,418	165,194
Cnty. Court at Law 2	152,080	43,313	45,045	41,230	49,076	58,829	584	390,157	643,390	253,233
Cnty. Court at Law 3	196,806	55,958	56,662	57,058	61,583	85,099	240	513,406	751,572	238,166
Court Master	110,625	40,364	47,208	32,062	32,324	45,338	160	308,081	577,802	269,721

Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending May 31, 2019

	October 2018 December	January	February	March	April	May	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Dispute Resolution	$ 58,495	$ 19,538	$ 18,434	$ 17,079	$ 16,434	$ 28,017	$ 762	$ 158,759	$ 275,782	$ 117,023
Alternative School	112,635	24,510	24,510	33,058	32,424	48,389	-	275,526	433,728	158,202
Comm. Supervision	1,073	358	358	358	358	358	-	2,863	13,232	10,369
Sheriff's Dept.	3,501,300	1,037,068	979,032	985,195	952,593	1,445,580	69,470	8,970,238	14,070,190	5,099,952
Crime Lab	340,876	90,617	92,054	95,751	102,244	140,914	17,411	879,867	1,426,809	546,942
Jail	7,231,241	2,148,781	2,029,004	2,023,604	2,188,242	3,160,222	753,919	19,535,013	29,636,166	10,101,153
Juvenile Probation	357,932	104,128	107,287	109,717	106,998	165,224	3,844	955,130	1,705,101	749,971
Juvenile Detention	459,011	152,919	141,487	153,159	146,119	207,454	71,304	1,331,453	2,255,823	924,370
Constable Pct. 1	214,437	64,112	60,986	59,562	61,530	87,428	3,532	551,587	814,752	263,165
Constable Pct. 2	118,837	34,465	34,215	35,245	34,049	51,334	8,371	316,516	493,896	177,380
Constable Pct. 4	115,168	33,491	33,636	33,708	33,832	51,222	1,445	302,502	477,706	175,204
Constable Pct. 6	151,691	43,747	44,890	43,531	44,051	60,200	160	388,270	586,116	197,846
Constable Pct. 7	113,429	34,106	34,429	34,899	35,916	51,713	54	304,546	478,379	173,833
Constable Pct. 8	122,301	35,381	35,285	35,517	36,461	53,001	-	317,946	479,460	161,514
County Morgue	119,937	68,633	69,100	75,548	79,623	62,952	7,329	483,122	970,000	486,878
Agriculture Ext.	76,379	23,894	24,414	25,754	26,502	45,692	1,873	224,508	434,358	209,850
Public Health # 1	303,846	93,726	118,263	93,095	142,188	152,780	4,198	908,096	1,372,942	464,846
Public Health # 2	289,477	100,488	92,658	91,022	97,948	130,067	4,410	806,070	1,316,304	510,234
Nurse Practitioner	89,020	24,327	23,596	22,520	24,165	36,146	7,698	227,472	326,697	99,225
Child Welfare	28,018	13,777	1,537	3,746	18,060	14,332	-	79,470	120,000	40,530
Env. Control	104,543	29,927	30,425	30,138	30,758	44,902	291	270,984	418,204	147,220
Ind. Medical Svcs.	256,661	1,881,545	134,228	138,372	77,492	163,872	90,042	2,742,212	4,926,459	2,184,247
Emergency Mgmt.	51,861	14,939	14,941	15,091	14,942	22,295	-	134,069	252,953	118,884
Beaumont Maintenance	459,088	206,905	181,652	216,656	306,289	188,190	273,212	1,831,992	2,971,815	1,139,823
Port Arthur Maint.	162,381	59,988	53,593	60,089	59,113	79,218	36,593	510,975	829,373	318,398
Mid-County Maint.	45,089	18,059	15,821	16,690	16,316	19,489	20,954	152,418	249,686	97,268
Service Center	231,967	60,340	73,937	79,893	80,786	121,028	119,669	767,620	1,139,973	372,353
Veteran Service	82,989	23,456	23,702	23,456	23,660	35,535	-	212,798	318,121	105,323
Mosquito Control	563,263	169,015	89,900	93,623	98,029	156,295	25,245	1,195,370	2,254,070	1,058,700
Tobacco Settlement	150,000	-	-	-	-	-	-	150,000	150,000	-
Debt Service Funds	2,565	579,000	-	-	500	-	-	582,065	4,612,000	4,029,935
Contingency	-	-	-	-	-	-	-	-	492,189	492,189
Total	$ 29,581,688	$ 10,848,968	$ 9,061,876	$ 8,453,412	$ 8,643,728	$ 11,816,310	$ 2,316,943	$ 80,722,925	$ 131,743,632	$ 51,020,707

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending May 31, 2019

Issue	Beginning Amount Outstanding	2018-2019 Requirements				2018-2019 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	$ 27,740,000	$ 3,450,000	$ 1,158,000	$ 4,000	$ 4,612,000	$ -	$ 579,000	$ 3,065	$ 582,065	$ 27,740,000
	$ 27,740,000	$ 3,450,000	$ 1,158,000	$ 4,000	$ 4,612,000	$ -	$ 579,000	$ 3,065	$ 582,065	$ 27,740,000

Jefferson County, Texas
Statement of Transfers In and Out
For The Month Ending May 31, 2019

	Fund	Transfers In		Transfers Out	
120	General Fund	-		869,730	(a)
120	General Fund	-		186,222	(b)
231	Women's Center	53,241	(a)	-	
233	Mentally Impaired Offender	3,723	(a)	-	
237	Community Corrections Program	-		95,211	(a)
239	Drug Diversion Program	38,247	(a)	-	
241	Sheriff Department Grants	5,102	(b)	-	
248	Crime Victim's Clearing	109,235	(b)	-	
257	Auto Theft Grant	15,330	(b)	-	
263	VAWA Fund	27,020	(b)	-	
265	Check Water & Sewer Phase 5	4,400	(b)	-	
550	SETEC Fund	869,730	(a)	-	
865	Marine Division	-		9,787	(b)
876	Sheriff - Spindletop Grant	25,135	(b)	-	
882	FY 2017 Port Security Grant	2,562	(b)	-	
883	FY 2018 Port Security Grant	7,225	(b)	-	
		$1,160,950		$1,160,950	

(a) Budgeted Transfer
(b) Grant Match

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	39.80	460371	
DAWN DONUTS	45.50	460488	
			85.30**
ROAD & BRIDGE PCT.#1			
ENTERGY	496.38	460318	
MUNRO'S	33.10	460333	
MUSTANG CAT	189.47	460334	
SEABREEZE CULVERT, INC.	18.57	460348	
SOUTHEAST TEXAS WATER	28.00	460353	
VULCAN MATERIALS CO.	3,923.46	460373	
ADVANCE AUTO PARTS	92.15	460465	
TEXAS FACILITIES COMMISSION	425.00	460476	
US FLAG AND FLAGPOLE SUPPLY	228.79	460517	
			5,434.92**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	3,558.30	460288	
EASTEX RUBBER & GASKET	45.99	460302	
ENTERGY	588.95	460318	
MUNRO'S	40.00	460333	
PHILPOTT MOTORS, INC.	63.91	460340	
SMART'S TRUCK & TRAILER, INC.	200.70	460351	
S.E. TEXAS BUILDING SERVICE	346.66	460352	
AT&T	97.08	460355	
VULCAN MATERIALS CO.	16,299.83	460373	
BEARCOM	206.00	460389	
BUMPER TO BUMPER	550.15	460419	
JEFFERSON COUNTY CREDIT CARDS	40.99	460452	
GULF COAST	486.88	460495	
			22,525.44**
ROAD & BRIDGE PCT. # 3			
CITY OF PORT ARTHUR - WATER DEPT.	39.10	460296	
FARM & HOME SUPPLY	65.33	460307	
ENTERGY	329.00	460318	
MUNRO'S	76.70	460333	
RITTER @ HOME	65.98	460346	
SOUTHERN TIRE MART, LLC	55.20	460380	
WALMART COMMUNITY BRC	234.24	460395	
LOWE'S HOME CENTERS, INC.	213.26	460409	
TEXAS GAS SERVICE	142.68	460415	
BILL WILLIAMS	200.00	460433	
CINTAS CORPORATION	54.30	460494	
GULF COAST	10,970.44	460495	
			12,446.23**
ROAD & BRIDGE PCT.#4			
COASTAL WELDING SUPPLY	65.10	460298	
COTTON CARGO	21.75	460299	
BEAUMONT ENTERPRISE	163.78	460304	
ENTERGY	27.43	460318	
M&D SUPPLY	.69	460330	
MUNRO'S	73.13	460333	
SANITARY SUPPLY, INC.	271.78	460347	
SMART'S TRUCK & TRAILER, INC.	846.16	460351	
SOUTHEAST TEXAS WATER	56.65	460353	
AT&T	78.72	460355	
HOBBY LOBBY	94.93	460379	
UNITED STATES POSTAL SERVICE	1.60	460397	
4IMPRINT, INC.	1,140.74	460402	
ON TIME TIRE	260.00	460461	
			3,102.46**
ENGINEERING FUND			
VERIZON WIRELESS	243.12	460392	
UNITED STATES POSTAL SERVICE	.50	460397	
			243.62**
PARKS & RECREATION			
ENTERGY	1,365.16	460318	

NAME	AMOUNT	CHECK NO.	TOTAL
LOWE'S HOME CENTERS, INC.	215.54	460409	
			1,580.70**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT	260.65	460337	
UNITED STATES POSTAL SERVICE	622.92	460397	
			883.57*
COUNTY HUMAN RESOURCES			
PINNACLE EMPLOYEE TESTING	120.00	460341	
UNITED STATES POSTAL SERVICE	1.65	460397	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	370.00	460493	
			491.65*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	2.47	460397	
			2.47*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	297.54	460397	
US POSTAL SERVICE	1,444.00	460400	
JEFFERSON COUNTY CREDIT CARDS	96.00	460452	
			1,837.54*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	4.12	460397	
US POSTAL SERVICE	204.00	460401	
ROCKY LAWDERMILK	1,200.00	460410	
JEFFERSON COUNTY CREDIT CARDS	240.00	460452	
SNIDER LAW FIRM PLLC	500.00	460475	
JAN GIROUARD & ASSOCIATES LLC	400.00	460491	
			2,548.12*
RISK MANAGEMENT			
OFFICE DEPOT	152.33	460337	
			152.33*
COUNTY TREASURER			
CASH ADVANCE ACCOUNT	1,032.40	460327	
UNITED STATES POSTAL SERVICE	196.16	460397	
			1,228.56*
PRINTING DEPARTMENT			
TRIANGLE BLUE PRINT CO., INC.	20.00	460370	
			20.00*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	1,216.30	460303	
PORT ARTHUR NEWS, INC.	776.00	460342	
UNITED STATES POSTAL SERVICE	60.21	460397	
			2,052.51*
GENERAL SERVICES			
JEFFERSON CTY. APPRAISAL DISTRICT	217,457.55	460326	
CASH ADVANCE ACCOUNT	25.00	460327	
TIME WARNER COMMUNICATIONS	2,442.76	460363	
ADVANCED STAFFING	78.00	460381	
JEFFERSON COUNTY CREDIT CARDS	359.29	460452	
GULF COAST STRATEGIC HWY COALITION	5,000.00	460528	
UNITED STATES TREASURY	933.92	460529	
			226,296.52*
DATA PROCESSING			
JEFFERSON COUNTY CREDIT CARDS	226.00	460452	
			226.00*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	159.36	460397	
			159.36*
DISTRICT ATTORNEY			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	1,544.21	460337	
TEXAS DISTRICT & COUNTY ATTY ASSN.	300.00	460369	
WALMART COMMUNITY BRC	59.88	460395	
UNITED STATES POSTAL SERVICE	262.05	460397	
MCM ELEGANTE HOTEL	113.85	460426	
RUSK STATE HOSPITAL	253.11	460435	
JEFFERSON COUNTY CREDIT CARDS	1,380.00	460452	
THOMSON REUTERS-WEST	2,875.82	460467	
AGACL	695.00	460525	
			7,483.92*
DISTRICT CLERK			
TAC - TEXAS ASSN. OF COUNTIES	250.00	460361	
UNITED STATES POSTAL SERVICE	309.69	460397	
			559.69*
CRIMINAL DISTRICT COURT			
OFFICE DEPOT	354.20	460337	
PENGAD	38.50	460339	
UNITED STATES POSTAL SERVICE	16.40	460397	
JEFFERSON COUNTY CREDIT CARDS	270.00	460452	
			679.10*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	29.95	460353	
JEFFERSON COUNTY CREDIT CARDS	240.00	460452	
			269.95*
60TH DISTRICT COURT			
OFFICE DEPOT	56.65	460337	
UNITED STATES POSTAL SERVICE	.82	460397	
			57.47*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.65	460397	
			1.65*
172ND DISTRICT COURT			
SOUTHWEST BUILDING SYSTEMS	5,975.00	460354	
			5,975.00*
252ND DISTRICT COURT			
OFFICE DEPOT	156.96	460337	
CDW COMPUTER CENTERS, INC.	321.10	460384	
UNITED STATES POSTAL SERVICE	51.54	460397	
ALLEN PARKER	8,750.00	460448	
JEFFERSON COUNTY CREDIT CARDS	270.00	460452	
BRITTANIE HOLMES	8,750.00	460464	
THOMAS WILLIAM KELLEY	8,750.00	460523	
			27,049.60*
279TH DISTRICT COURT			
PHILLIP DOWDEN	370.00	460291	
WENDELL RADFORD	325.00	460345	
LANGSTON ADAMS	325.00	460412	
TONYA CONNELL TOUPS	350.00	460434	
MICHAEL WALZEL	500.00	460443	
JONATHAN L. STOVALL	100.00	460453	
WILLIAM FORD DISHMAN	600.00	460471	
BRYAN E MCEACHERN PC	647.10	460472	
MELANIE AIREY	100.00	460484	
LAW OFFICE OF SOLOMON FREIMUTH	150.00	460504	
			3,467.10*
317TH DISTRICT COURT			
JACK LAWRENCE	1,050.00	460289	
ANITA F. PROVO	900.00	460344	
TEXAS CENTER FOR JUDICIARY	315.00	460368	
CHARLES ROJAS	1,160.00	460387	
GLEN M. CROCKER	1,135.00	460399	
JOEL WEBB VAZQUEZ	325.00	460418	
JUDY PAASCH	2,465.42	460420	
RONALD PLESSALA	650.00	460441	

NAME	AMOUNT	CHECK NO.	TOTAL
MICHAEL WALZEL	2,000.00	460443	
ALLEN PARKER	225.00	460448	
P DEAN BRINKLEY	300.00	460450	
JEFFERSON COUNTY CREDIT CARDS	370.00	460452	
ALICIA K HALL	200.00	460460	
BRITTANIE HOLMES	225.00	460464	
WILLIAM FORD DISHMAN	150.00	460471	
MATUSKA LAW FIRM	325.00	460477	
MELANIE AIREY	200.00	460484	
GORDON D FRIESZ	300.00	460487	
T PHILLIP BRENT	150.00	460490	
LAW OFFICE OF SOLOMON FREIMUTH	1,050.00	460504	
			13,495.42*
JUSTICE COURT-PCT 1 PL 1			
KIRKSEY'S SPRINT PRINTING	52.60	460328	
OFFICE DEPOT	52.45	460337	
UNITED STATES POSTAL SERVICE	32.59	460397	
LEXISNEXIS- ACCURINT	93.73	460447	
			231.37*
JUSTICE COURT-PCT 1 PL 2			
LEXISNEXIS- ACCURINT	93.73	460447	
			93.73*
JUSTICE COURT-PCT 4			
AT&T	78.72	460355	
			78.72*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	33.70	460397	
LEXISNEXIS- ACCURINT	93.73	460447	
			127.43*
JUSTICE COURT-PCT 7			
LEXISNEXIS- ACCURINT	93.72	460447	
			93.72*
JUSTICE OF PEACE PCT. 8			
CASH ADVANCE ACCOUNT	1,121.92	460327	
LEXISNEXIS- ACCURINT	93.73	460447	
			1,215.65*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	2.88	460397	
SIERRA SPRING WATER CO. - BT	76.52	460398	
			79.40*
COUNTY COURT AT LAW NO. 2			
PETER DOYLE	350.00	460300	
UNITED STATES POSTAL SERVICE	6.18	460397	
LAURIE PEROZZO	250.00	460445	
JEFFERSON COUNTY CREDIT CARDS	315.00	460452	
THE MAYO LAW FIRM PLLC	400.00	460498	
THOMAS WILLIAM KELLEY	500.00	460523	
			1,821.18*
COUNTY COURT AT LAW NO. 3			
DONALD BOUDREAUX	400.00	460293	
THOMAS J. BURBANK PC	1,000.00	460294	
A. MARK FAGGARD	250.00	460306	
BRANDI SEWELL	160.05	460382	
CHARLES ROJAS	250.00	460387	
UNITED STATES POSTAL SERVICE	2.88	460397	
ANTOINE FREEMAN	250.00	460436	
LAURIE PEROZZO	250.00	460445	
JEFFERSON COUNTY CREDIT CARDS	240.00	460452	
BRITTANIE HOLMES	250.00	460464	
MATUSKA LAW FIRM	250.00	460477	
JARED GILTHORPE	250.00	460479	
			3,552.93*
COURT MASTER			

NAME	AMOUNT	CHECK NO.	TOTAL
JUDGE LARRY GIST	3,134.90	460314	
RICHARD D. HUGHES	1,950.00	460323	
			5,084.90*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	4.94	460397	
			4.94*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	28.78	460297	
EQUINE MEDICINE & SURGERY	28.00	460305	
FAST SIGNS, INC.	9.00	460308	
GT DISTRIBUTORS, INC.	459.20	460311	
ENTERGY	793.87	460318	
KIRKSEY'S SPRINT PRINTING	75.85	460328	
OFFICE DEPOT	74.28	460337	
AT&T	129.44	460355	
KEESHA GUILLORY	300.00	460383	
UNITED STATES POSTAL SERVICE	1,282.65	460397	
CHRISTUS HOSPITAL	883.00	460408	
BUMPER TO BUMPER	34.98	460419	
COPQUEST INC	893.00	460427	
JEFFERSON COUNTY CREDIT CARDS	369.64	460452	
TRANSUNION RISK AND ALTERNATIVE	479.00	460482	
GALLS LLC	2,478.92	460485	
THE MONOGRAM SHOP	5.00	460499	
POSH PETS	203.00	460527	
			8,527.61*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	680.35	460290	
FISHER SCIENTIFIC	415.99	460310	
JEFFERSON COUNTY CREDIT CARDS	27.45	460452	
JULIE HANNON	600.00	460468	
MILES SCIENTIFIC CORPORATION	142.73	460507	
STERICYCLE, INC	35.00	460515	
			1,901.52*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	16.00	460295	
W.W. GRAINGER, INC.	346.39	460315	
ENTERGY	33,723.85	460318	
JACK BROOKS REGIONAL AIRPORT	1,763.82	460325	
OFFICE DEPOT	343.35	460337	
SANITARY SUPPLY, INC.	3,361.24	460347	
AT&T	1,397.69	460355	
SPORTY'S PILOT SHOP	265.50	460356	
WALMART COMMUNITY BRC	94.30	460395	
INTERCONTINENTAL JET CORP	835.39	460421	
WORLD FUEL SERVICES	2,533.54	460446	
JEFFERSON COUNTY CREDIT CARDS	400.00	460452	
KROPP HOLDINGS INC	640.08	460470	
			45,721.15*
JUVENILE PROBATION DEPT.			
FED EX	62.68	460309	
EDWARD B. GRIPON, M.D., P.A.	1,275.00	460316	
G. FRAN HUDGINS	766.00	460322	
OFFICE DEPOT	464.84	460337	
UNITED STATES POSTAL SERVICE	16.10	460397	
NISHA AMIN	4,000.00	460438	
VICTORIA COUNTY JUVENILE SERVICES	6,128.39	460440	
TRUECORE BEHAVIORAL SOLUTIONS LLC	2,921.40	460512	
CHAD AVY ADVERTISING & DESIGN	998.00	460516	
			16,632.41*
JUVENILE DETENTION HOME			
M&D SUPPLY	389.97	460330	
FLOWERS FOODS	139.31	460416	
BEN E KEITH FOODS	327.93	460417	
VANSCHECA SANDERS-CHEVIS	700.00	460430	
WILLBANKS CONTRACTOR SUPPORT LLC	2,113.56	460489	
BIG THICKET PLUMBING INC	1,283.09	460511	

NAME	AMOUNT	CHECK NO.	TOTAL
STERICYCLE, INC	35.00	460515	
			4,988.86*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	62.85	460397	
LEXISNEXIS- ACCURINT	93.73	460447	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	460483	
			227.58*
CONSTABLE-PCT 2			
LEXISNEXIS- ACCURINT	93.73	460447	
			93.73*
CONSTABLE-PCT 4			
AT&T	39.36	460355	
DISH NETWORK	62.57	460432	
			101.93*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	39.35	460397	
LEXISNEXIS- ACCURINT	93.73	460447	
BOOT BARN	139.95	460469	
			273.03*
CONSTABLE PCT. 7			
EAST TEXAS JUSTICE OF THE PEACE &	185.00	460301	
OFFICE DEPOT	53.64	460337	
			238.64*
CONSTABLE PCT. 8			
TND WORKWEAR CO LLC	135.00	460497	
			135.00*
COUNTY MORGUE			
INDUSTRIAL & COMMERCIAL MECHANICAL	1,070.88	460462	
FORENSIC MEDICAL	64,750.00	460521	
			65,820.88*
AGRICULTURE EXTENSION SVC			
STARLA B. GARLICK	1,018.78	460285	
TCAAA	300.00	460359	
TCAAA	300.00	460360	
TEXAS AGRILIFE EXTENSION SERVICES	675.00	460367	
HILARY GUEST	106.60	460413	
DAVID OATES	192.47	460492	
PAULA TACKER	65.54	460510	
CORENA NIKKI FITZGERALD	44.54	460524	
			2,702.93*
HEALTH AND WELFARE NO. 1			
MUNRO'S	8.00	460333	
AUSTIN CECIL WALKES MD PA	2,932.58	460374	
UNITED STATES POSTAL SERVICE	66.33	460397	
LEXISNEXIS- ACCURINT	140.60	460447	
STERICYCLE, INC	35.00	460515	
			3,182.51*
HEALTH AND WELFARE NO. 2			
GABRIEL FUNERAL HOME, INC.	1,500.00	460312	
OFFICE DEPOT	826.11	460337	
AUSTIN CECIL WALKES MD PA	2,932.58	460374	
MCKESSON MEDICAL-SURGICAL INC	489.07	460385	
CONNIE M ROBERTS	23.20	460429	
LEXISNEXIS- ACCURINT	140.60	460447	
MELANCON'S FUNERAL HOME	1,500.00	460454	
			7,411.56*
NURSE PRACTITIONER			
STERICYCLE, INC	35.00	460515	
			35.00*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	34.95	460405	

NAME	AMOUNT	CHECK NO.	TOTAL
J.C. PENNEY'S	530.40	460406	
SEARS COMMERICAL CREDIT	595.01	460407	
			1,160.36*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	10.85	460283	
W.W. GRAINGER, INC.	41.33	460315	
HERNANDEZ OFFICE SUPPLY, INC.	975.24	460321	
M&D SUPPLY	25.54	460330	
OFFICE DEPOT	142.30	460337	
SANITARY SUPPLY, INC.	1,652.20	460347	
ACE IMAGEWEAR	212.98	460350	
S.E. TEXAS BUILDING SERVICE	25,381.80	460352	
WORTH HYDROCHEM	265.00	460377	
ACADIAN HARDWOODS, BEAUMONT	417.67	460411	
JEFFERSON COUNTY CREDIT CARDS	427.48	460452	
A1 FILTER SERVICE COMPANY	732.70	460459	
ADVANTAGE INTEREST INC	635.00	460503	
REXEL USA INC	70.61	460508	
			30,990.70*
MAINTENANCE-PORT ARTHUR			
SPIDLE & SPIDLE	400.48	460288	
ENTERGY	4,551.38	460318	
S.E. TEXAS BUILDING SERVICE	8,774.98	460352	
STANLEY STEEMER CARPET CLEANING	175.00	460357	
PARKER LUMBER	56.02	460449	
JEFFERSON COUNTY CREDIT CARDS	81.98	460452	
ALL TERRAIN EQUIPMENT CO	145.75	460502	
			14,185.59*
MAINTENANCE-MID COUNTY			
ENTERGY	2,025.36	460318	
RITTER @ HOME	77.51	460346	
ACE IMAGEWEAR	35.08	460350	
S.E. TEXAS BUILDING SERVICE	4,008.33	460352	
TIME WARNER COMMUNICATIONS	47.00	460366	
W. JEFFERSON COUNTY M.W.D.	27.14	460375	
			6,220.42*
SERVICE CENTER			
ACTION AUTO GLASS	444.59	460287	
J.K. CHEVROLET CO.	195.38	460324	
PHILPOTT MOTORS, INC.	654.90	460340	
AT&T	64.72	460355	
JEFFERSON CTY. TAX OFFICE	7.50	460390	
JEFFERSON CTY. TAX OFFICE	7.50	460391	
BUMPER TO BUMPER	218.16	460419	
JEFFERSON COUNTY CREDIT CARDS	113.37	460452	
MIGHTY OF SOUTHEAST TEXAS	299.46	460458	
ADVANCE AUTO PARTS	362.64	460465	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	460486	
STALKER RADAR	122.00	460513	
THE GOODYEAR TIRE & RUBBER COMPANY	4,073.10	460518	
			6,570.82*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	9.26	460397	
HILARY GUEST	106.60	460413	
			115.86*
			524,559.59**
MOSQUITO CONTROL FUND			
W.W. GRAINGER, INC.	106.30	460315	
ENTERGY	542.38	460318	
JACK BROOKS REGIONAL AIRPORT	103.20	460325	
MUNRO'S	52.28	460333	
RITTER @ HOME	261.84	460346	
TIME WARNER COMMUNICATIONS	96.02	460365	
UNITED PARCEL SERVICE	11.35	460372	
LARRY'S REFRIGERATION	467.45	460388	
VACUUM CITY & UNIQUE GIFTS	247.04	460509	
O'REILLY AUTO PARTS	47.84	460519	
			1,935.70**
FEMA EMERGENCY			

NAME	AMOUNT	CHECK NO.	TOTAL
MARTIN PRODUCT SALES LLC	7,398.00	460428	
GULF COAST	10,722.25	460496	
			18,120.25**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	163.85	460404	
			163.85**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	1,907.53	460467	
			1,907.53**
EMPG GRANT			
PORT ARTHUR NEWS, INC.	575.00	460342	
SOUTHEAST TEXAS WATER	29.85	460353	
JEFFERSON COUNTY CREDIT CARDS	380.62	460452	
			985.47**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	37.54	460392	
			37.54**
GRANT A STATE AID			
HERNANDEZ OFFICE SUPPLY, INC.	9.18	460321	
OFFICE DEPOT	639.76	460337	
VICTORIA COUNTY JUVENILE SERVICES	8,898.72	460440	
TRUECORE BEHAVIORAL SOLUTIONS LLC	4,869.00	460512	
			14,416.66**
COMMUNITY SUPERVISION FND			
CORRECTIONAL COUNSELING, INC.	1,299.91	460284	
CASH ADVANCE ACCOUNT	1,870.75	460327	
OFFICE DEPOT	209.94	460337	
OLMSTED-KIRK PAPER	472.50	460338	
TIME WARNER COMMUNICATIONS	106.20	460364	
UNITED STATES POSTAL SERVICE	103.45	460397	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	460437	
JEFFERSON COUNTY CREDIT CARDS	100.00	460452	
STERICYCLE, INC	35.00	460515	
			11,162.75**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC.	296.55	460286	
M&D SUPPLY	54.02	460330	
MARKET BASKET	28.90	460331	
KIM MCKINNEY, LPC, LMFT	300.00	460332	
OFFICE DEPOT	251.01	460337	
PREMIUM PLUMBING	197.50	460343	
SYSCO FOOD SERVICES, INC.	2,326.20	460358	
TIME WARNER COMMUNICATIONS	39.99	460362	
PETTY CASH - RESTITUTION I	9.74	460378	
TOWER COMMUNICATIONS, INC.	60.00	460393	
BEN E KEITH FOODS	2,404.07	460417	
SAM'S CLUB DIRECT	125.80	460463	
MATERA PAPER COMPANY INC	569.11	460466	
WASTEWATER TRANSPORT SERVICES LLC	35.00	460478	
GLOBAL TEL*LINK CORP	1,000.00	460481	
CINTAS CORPORATION	54.40	460494	
PEARSON INC	192.50	460514	
STERICYCLE, INC	35.00	460515	
			7,979.79**
SHERIFF'S TRAINING GRANT			
BEST BUY BUSINESS ADVANTAGE ACCOUNT	249.72	460474	
			249.72**
LAW OFFICER TRAINING GRT			
INDEPENDENT STATIONERS	464.18	460456	
			464.18**
COUNTY RECORDS MANAGEMENT			
GAYLORD BROS.	486.19	460313	
UNITED STATES POSTAL SERVICE	.41	460397	
			486.60**
HURRICANE LEPC GRANTS			

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON COUNTY CREDIT CARDS	78.02	460452	
			78.02**
DEPUTY SHERIFF EDUCATION			
JEFFERSON COUNTY CREDIT CARDS	80.00	460452	
THE CENTER FOR AMERICAN AND	790.00	460480	
			870.00**
HOTEL OCCUPANCY TAX FUND			
BINSWANGER GLASS CO.	538.20	460292	
MUNRO'S	167.66	460333	
AT&T	185.23	460355	
TRIANGLE BLUE PRINT CO., INC.	93.00	460370	
WILDSEED FARMS	90.00	460376	
ACADIAN HARDWOODS, BEAUMONT	165.20	460411	
			1,239.29**
CRIME LAB FUNDING CJD			
CASH ADVANCE ACCOUNT	1,859.59	460327	
CLAN LAB INVESTIGATING CHEMISTS	1,100.00	460414	
			2,959.59**
CAPITAL PROJECTS FUND			
UNITED RENTALS	990.88	460424	
			990.88**
AIRPORT FUND			
ENTERGY	10,208.34	460320	
LOUIS' YAZOO SALES & SERVICE, LLC	202.55	460329	
AT&T	618.62	460355	
MR. ROOTER PLUMBING	18,564.99	460394	
UNITED STATES POSTAL SERVICE	2.06	460397	
LOWE'S HOME CENTERS, INC.	544.15	460409	
DISH NETWORK	103.08	460431	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	326.99	460442	
UNIFIRST HOLDINGS INC	166.65	460444	
JEFFERSON COUNTY CREDIT CARDS	294.00	460452	
ROBERT GREEN	149.00	460455	
ALL INDUSTRIES, INC.	10,478.00	460457	
GALLS LLC	3,304.45	460485	
TITAN AVIATION FUELS	20,401.84	460520	
DANIEL CALLESTO	87.17	460526	
			65,451.89**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	89,060.48	460505	
UNITEDHEALTHCARE INSURANCE COMPANY	1,057.28	460506	
NEUROMUSCULAR CORPORATE SOLUTIONS	13,200.00	460522	
			103,317.76**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	460462	
			1,652.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	6,853.24	460422	
TRISTAR RISK MANAGEMENT	1,824.51	460423	
			8,677.75**
SHERIFF'S FORFEITURE FUND			
WALMART COMMUNITY BRC	377.59	460395	
SILSBEE FORD INC	682.50	460473	
			1,060.09**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	13,746.00	460261	
CLEAT	342.00	460262	
JEFFERSON CTY. TREASURER	13,995.80	460263	
RON STADTMUELLER - CHAPTER 13	157.50	460264	
INTERNAL REVENUE SERVICE	208.00	460265	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,000.00	460266	
JEFFERSON CTY. COMMUNITY SUP.	9,971.33	460267	
JEFFERSON CTY. TREASURER - HEALTH	525,508.93	460268	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TREASURER - PAYROLL	1,816,008.93	460269	
JEFFERSON CTY. TREASURER - PAYROLL	648,754.35	460270	
MONY LIFE INSURANCE OF AMERICA	100.34	460271	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,117.77	460272	
TGSLC	755.64	460273	
JEFFERSON CTY. TREASURER - TCDRS	690,125.14	460274	
JEFFERSON COUNTY TREASURER	2,696.61	460275	
JEFFERSON COUNTY - TREASURER -	6,965.07	460276	
NECHES FEDERAL CREDIT UNION	40,565.59	460277	
JEFFERSON COUNTY - NATIONWIDE	53,942.06	460278	
JOHN TALTON	1,835.38	460279	
BELINDA M ZURITA	230.77	460280	
SOCIAL SECURITY ADMINISTRATION	273.90	460281	
INVESCO INVESTMENT SERVICES, INC	1,519.99	460282	
			3,833,821.10**
GUARDIANSHIP FEE			
KEVIN PAULA SEKALY PC	400.00	460349	
			400.00**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,290.00	460439	
			2,290.00**
MARINE DIVISION			
ENTERGY	619.69	460318	
JACK BROOKS REGIONAL AIRPORT	192.24	460325	
OFFICE DEPOT	295.00	460337	
RITTER @ HOME	93.46	460346	
AT&T	84.24	460355	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	460386	
VERIZON WIRELESS	531.86	460392	
WESTEND HARDWARE CO	256.00	460403	
BUMPER TO BUMPER	306.52	460419	
PORTER-STRAIT INSTRUMENT CO., INC.	3,250.00	460425	
SILSBEE FORD INC	4,444.08	460473	
GALLS LLC	19.00	460485	
VECTOR SECURITY	39.95	460500	
HELICOPTER INSTITUTE INC	15,500.00	460501	
			25,692.04**
ASAP - CONSTABLE			
OFFICE DEPOT	511.80	460337	
			511.80**
			4,676,900.51***

TEXAS HISTORICAL COMMISSION
real places telling real stories

RECEIVED JUN 10 2019

May 31, 2019

The Honorable Jeff R. Branick
Jefferson County Judge
P.O. Box 4025
Beaumont, TX 77704

RE: Texas Historic Courthouse Preservation Program – Master Plan Update Grant:
FUNDING AGREEMENT

Greetings Judge Branick:

As noted in our previous letter of March 29, 2019, the Funding Agreement for the Masterplan Update Grant has been in production. It is now enclosed herewith for your review.

If it meets with your approval, please sign and return both originals of the Agreement with all three Attachments to my attention at the THC letterhead address, and I will convey them to our Executive Director, Mark Wolfe, for his signature. One fully executed original will be returned to you, and the other retained by Texas Historical Commission.

If you have any questions, please don't hesitate to contact me. I look forward to joining you in Beaumont to get this worthwhile project underway on Friday June 7.

Sincerely,

Britten Barr

Britten Barr
Courthouse Program Reviewer

Enclosure: Funding Agreement, and Attachments A, B, and C

CC: Patrick Swain, Jefferson County Auditor
Dohn LaBiche, FAIA, LaBiche Architectural Group, Inc.
File

STATE OF TEXAS
COUNTY OF JEFFERSON

FUNDING AGREEMENT

This Funding Agreement ("Agreement") is entered into by and between the State of Texas, acting by and through the Texas Historical Commission ("Commission") and JEFFERSON County, a political subdivision of the State of Texas ("County").

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby contract, covenant, and agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to provide for the administration of the grant of funds for development of an updated Courthouse Preservation Master Plan ("Project") for the rehabilitation and restoration of the Jefferson County Courthouse ("Property").

ARTICLE II
AUTHORITY

2.01 This Agreement is authorized under the Historic Courthouse Preservation Program, Texas Government Code §§442.0081, et seq. ("Program"), and the rules promulgated thereunder at 13 Texas Administrative Code §§12.1, et seq., and the Interlocal Cooperation Act, Government Code Chapter 791.

2.02 This Agreement is subject to the Uniform Grant and Contract Management Act, Government Code Chapter 783, and the conditions and assurances promulgated thereunder by the Office of the Governor.

ARTICLE III
PERIOD OF THE AGREEMENT

3.01 This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completion of the planning work for the Property as provided in Article V hereof, and the Commission's final approval of such work, and the satisfactory completion of the grant requirements as stipulated in the Texas Historic Courthouse Preservation Program Round X Master Planning Project grant manual which is hereby incorporated by reference as if set forth fully herein, or until earlier terminated as provided in Article VIII hereof.

ARTICLE IV
GRANT OF FUNDS

4.01 The amount of the grant under the Program which is the subject of this Agreement shall be $50,000.00. The grant of funds shall be paid to the County in accordance with the

procedure described in Article VII hereof.

4.02 A statement of the source of funds is shown as Attachment "A" and incorporated herein for all purposes ("Source of Funds Statement"). The Source of Funds Statement itemizes the absolute dollar amounts to be contributed by state and local sources and identifies total available funds in an amount equivalent to the estimated project costs stated in Attachment "A" and incorporated herein for all purposes ("Project Cost Estimate") The Commission's funding participation shall not exceed the amount of the grant award specified herein.

4.03 The County shall be responsible for contributing all local funds at an amount not less than that specified in the Source of Funds Statement and Verification.

4.04 The County shall be responsible for funding any costs that are not eligible for reimbursement associated with the Project including any cost overruns in excess of the Project Cost Estimate. Notwithstanding the foregoing, the Commission may agree, but is under no obligation, to reimburse additional eligible costs in excess of the Project Cost estimate but under no circumstances shall the Commission's contribution exceed $50,000.00

4.05 If the amount of the grant award changes at any time during the course of the Project, bilateral amendments may be required. Notwithstanding the foregoing, no amendment shall be considered valid unless made pursuant to Article IX herein.

ARTICLE V
SCOPE OF WORK

5.01 The parties hereby agree that the Scope of Work the County shall perform under this Agreement is shown as Attachment "B" and incorporated herein for all purposes ("Scope of Work"). Changes shall not be made to the Project or approved documents describing it without prior approval of the Commission and substantive changes may require bilateral amendments to this Agreement. Notwithstanding the foregoing, no amendment shall be considered valid unless made pursuant to Article IX herein.

ARTICLE VI
COUNTY'S RESPONSIBILITIES

6.01 The County shall ensure that all matters pertaining to the Project are conducted in conformance with the procedures provided by the Texas Historic Courthouse Preservation Program, all applicable state and federal laws, rules and regulations and the legal directives of the Commission and its staff.

6.02 The County shall provide for the procurement of all necessary architecture, engineering, and consultant services related to the Project. The County's contract(s) for professional services shall be submitted to the Commission.

6.03 The County shall ensure that the Project shall be in accordance with the treatment for restoration, rehabilitation, reconstruction or preservation, as applicable, described the

U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 (36 Code of Federal Regulations Part 68) as determined by the Commission.

6.04 The County shall submit all documents necessary for the Project and required under the Scope of Work to the Commission for review and approval. The County shall make all necessary revisions to the Project as determined by the Commission during the Project . The County shall not make changes to the documents required to be delivered under the Scope of Work without prior approval by the Commission.

6.05 The County shall ensure that the Project's completion schedule ("Project Schedule"), shown in Attachment "B", is met unless an extension is approved in advance by the Commission. Extension requests shall be made in writing by the County at least 14 days prior to the scheduled deadline.

6.06 The County shall be responsible for resolving any environmental matters that are identified during the course of the Project, and shall provide the Commission with written certification from appropriate regulatory agencies that any such identified environmental matters have been remediated, if so required.

6.07 The County accepts this grant award and acknowledges that there is no guarantee of further funding in this round or any future round for this project. All grants in this program are subject to future appropriation of funds by the Texas Legislature and a competitive award by the THC.

6.08 The County shall make the Property available to the Commission for regular site visits necessary to evaluate the courthouse and the Commission shall be notified of and have the right to attend interim progress meetings.

6.09 Pursuant to 13 Texas Administrative Code §§12.7 (e)(1) the County shall only use funds granted under this Agreement to perform the work authorized in Attachment "B", Scope of Work, or as otherwise approved in writing by the Commission.

ARTICLE VII
REIMBURSEMENT

7.01 The County shall be reimbursed for costs and expenses incurred to perform the work related to the Project by submitting to the Commission documentation showing that such costs and expenses have been paid. Reasonable, allowable, and allocable costs incurred by the County shall be eligible for reimbursement at an amount not to exceed the State grant funding amount listed in the Source of Funds Statement included in Attachment "A". The Commission shall reimburse the County for such expenses and costs in accordance with the State Prompt Payment Law after the County submits the documentation required hereunder.

7.02 The total Project Cost Estimate is attached as Attachment "A" and incorporated herein for all purposes. The Project Cost Estimate includes the itemized cost of architectural and engineering services. Non-Program eligible costs and expenses shall be included in the estimate but itemized separately and are not included in the local match figure

indicated in the Source of Funds Statement. Only costs and expenses identified as eligible and included as such in the Project Cost Estimate shall be eligible for reimbursement in accordance with Article VII hereof.

7.03 Documentation necessary for reimbursement of eligible Project costs and expenses shall include a certified statement of services rendered with a copy of the payment check.

7.04 Reimbursement of eligible Project costs and expenses shall be held by the Commission until the Project described in the Scope of Work is complete and determined satisfactory within the sole discretion of the Commission. Interim reimbursements may be made at the discretion of the Commission.

7.05 Project costs and expenses incurred prior to the date the Project was selected by the Commission for a grant award under the Program, are not eligible for reimbursement except as otherwise agreed by the Parties in writing.

ARTICLE VIII
TERMINATION

8.01 Termination for Convenience. The Commission may, at its sole discretion, terminate this Agreement without recourse, liability, or penalty, upon written notice to the other Party thirty (30) calendar days before the effective date of such termination. This Agreement may also be terminated prior to completion of the Project by mutual consent and agreement in writing signed by all parties.

8.02 Termination for Cause. This Agreement may be terminated by either party upon the failure of the other party to fulfill the obligations set forth in this Agreement, in the manner provided in this Article 8.02 hereof. If an event of termination is based on the failure of a party to fulfill its obligations under this Agreement, then the party seeking termination shall notify the party of such breach and provide such party a reasonable period of time, which shall not be less than thirty (30) days, to cure such breach. If the breach is cured within the time permitted, no termination shall occur. Otherwise, this Agreement shall terminate after the period to cure the breach has expired. Any cost incurred due to such a breach of contract shall be paid by the breaching party.

8.03 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract. Termination of this Agreement for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this Agreement that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Agreement: Sections 6.10, 8.04 and Articles: IX, and XIX.

8.04 Withdrawal by County. Notwithstanding the foregoing, if the County withdraws from the Project after this Agreement is executed, but prior to completion of the Project, it

shall be responsible for all direct and indirect Project costs as identified by the Commission's cost accounting system. All previously reimbursed Project costs shall be repaid to the Commission by the County within sixty (60) days of termination.

8.05 Excess Obligations. This Agreement is subject to termination or cancellation, without penalty to the Commission, either in whole or in part, subject to the availability of state funds.

ARTICLE IX
CONSTRUCTION OF CONTRACT AND AMENDMENTS

9.01 Entire Agreement. This Agreement, including all Attachments, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings, or agreements between the Parties related to such subject matter. By executing this Agreement, the County agrees to strictly comply with the requirements and obligations of this contract, including all attachments.

9.02 Amendment. This Agreement shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this Agreement shall be binding upon the Parties and presumed to be supported by adequate consideration. Any other attempted changes, including oral modifications, written notices that have not been signed by both Parties, or other modifications of any type, shall be invalid.

9.03 Severability. If any term or provision of this Agreement is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

9.04 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation under this contract.

9.05 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

ARTICLE X
NOTICES

10.01 All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U. S. Mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such parties at the following addresses:

Commission: Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

County: The Honorable Jeff Branick, Jefferson County Judge
P.O. Box 4025
Beaumont, Texas 77704

ARTICLE XII
RESPONSIBILITIES OF PARTIES

12.01 The Commission and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE XIII
OWNERSHIP OF DOCUMENTS

13.01 Upon completion or termination of this Agreement, all documents prepared by either party shall remain the property of such party. Notwithstanding the foregoing, all documents and data prepared under this Agreement ("Work Product") shall be made available to the Commission without restriction or limit on their further use. Accordingly, the County does hereby grant the Commission an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works) at no additional cost to the Commission, in any manner the Commission deems appropriate in the exercise of its sole discretion, any component of such Work Product. The County shall obtain from consultants, contractors, and subcontractors (if any) all rights and data necessary to fulfill the County's obligations to the Commission under this Agreement. If a proposed consultant, contractor, or subcontractor refuses to accept terms affording the Commission such rights, the County shall promptly bring such refusal to the attention of the Commission and not proceed with the agreement in question without further authorization from the Commission.

ARTICLE XIV
VENUE AND COMPLIANCE WITH LAWS AND REGULATIONS

14.01 The parties hereof shall comply with all applicable Federal, State, and Local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. When required, either party shall furnish satisfactory proof of their compliance with such requirements stated above.

14.02 The Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas.

ARTICLE XV
LIMITATION OF LIABILITY

15.01 The Commission shall not be liable for any direct or consequential damages to County or any third party for any act or omission of the County in the performance of this Agreement. The Commission shall not indemnify nor guarantee any obligation of the County.

ARTICLE XVI
ATTACHMENTS

16.01 The following documents are included in and shall be a part of this Agreement for all purposes:

Attachment "A" Source of Funds Statement and Verification, Project Cost Estimate

Attachment "B" Scope of Work, Project Schedule

Attachment "C" Proposal for Architectural Services,
Update to the Jefferson County Courthouse Masterplan,
The LaBiche Architectural Group, Inc., executed 01/22/2019.

ARTICLE XVII
DISPUTE RESOLUTION

17.01 The dispute resolution process provided for in Government Code Chapter 2260 shall be used, as further described herein, by the parties to attempt to resolve any claim for breach of this Agreement made by either party.

17.02 A claim by the County for breach of this Agreement that cannot be resolved between the parties in the ordinary course of business shall be submitted to the negotiation process provided in Government Code Chapter 2260, Subchapter B. Compliance by County with Government Code Chapter 2260, Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code Chapter 2260, Subchapter C.

17.03 The contested case process provided in Government Code Chapter 2260, Subchapter C is County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Commission if the parties are unable to resolve their disputes under this Article XVII.

17.04 Compliance with the contested case process as provided in Article 17.02 hereof is a condition precedent to seeking consent to sue from the Texas Legislature under Civil Practices and Remedies Code Chapter 107. Neither the execution of this Agreement by the Commission nor any other conduct of any representative of Commission relating to the Agreement shall be considered a waiver of sovereign immunity to suit.

17.05 The submission, processing, and resolution of any claim by County hereunder is governed by 1 Texas Administrative Code §§68.1, et seq., now and as hereafter amended.

17.06 Neither the occurrence of an event alleged to constitute breach of this Agreement nor the pendency of a claim constitute grounds for the suspension of performance by the County, in whole or in part.

ARTICLE XVIII
ETHICAL AFFIRMATIONS AND CONFLICTS OF INTEREST

18.01 Dealings with Public Servants. Pursuant to Section 2155.003 of the Texas Government Code, County represents and warrants that it 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 a public servant in connection with this Agreement.

18.02 False Statements. County represents and warrants that all statements and information prepared and submitted in this Agreement or in any application for grant or loan funds contemplated by this Agreement are current, complete, true, and accurate. Submitting an application for funding under this Agreement with a false statement or material misrepresentations made during the performance of this Agreement is a material breach of contract and may void the submitted application and any this resulting Agreement.

18.03 County represents and warrants that the acceptance of funding and performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

ARTICLE XIX
AUDITS, INSPECTION OF BOOKS, RECORDS, AND WORK, AND PUBLIC INFORMATION ACT

19.01 State Auditor's Right to Audit. Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the County or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the County or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. County shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Agreement and the requirement to cooperate is included in any subcontract it awards.

19.02 Inspection of Books, Records, and Work. The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the Commission, the County, and the Comptroller, or their duly authorized representatives for review and inspection at its office during the contract period and for seven (7) years from the date of completion of the work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the Commission, the County, and the Comptroller and their duly authorized representatives shall have access to all the governmental records that are directly applicable to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Commission may, during normal business hours, inspect the work on the Property undertaken through this Agreement.

19.03 Public Information Act. County understands that Commission will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, County is required to make any information created or exchanged with the State pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the dates herein below.

TEXAS HISTORICAL COMMISSION	**JEFFERSON COUNTY**
By: _____	By: _____
Title: _____	Title: COUNTY JUDGE
Date: _____	Date: _____

ATTACHMENT A
COUNTY OF JEFFERSON

A grant award was approved by the Texas Historical Commission ("Commission") on January 25, 2019 to Jefferson County ("County") under Round X of the Texas Historical Courthouse Preservation Program ("Program"), FY 2018-19 biennium for the Jefferson County Courthouse Preservation Master Plan ("Project").

The grant supports planning for the Project as described in the "Scope of Work" in Attachment "B". The eligible costs associated with performance of the Scope of Work the Project ("Project Cost") is stated below. See the fee proposal or professional services contract, Attachment "C" for additional information.

SOURCE OF FUNDS

The Source of Funds for this Project shall be:

State grant funding (not more than $50,000) =	$50,000
County matching share (not less than $5,000) =	$5,000
Maximum Project Cost (see below) =	$55,000

Note that the county match share includes a credit for the County's prior master plan costs per 13 TAC 12.7(d).

PROJECT COST

The professional services provided for this project as shown in Attachment "C", Proposal for Architectural Services, Update to the Jefferson County Courthouse Masterplan, The LaBiche Architectural Group, Inc., executed 01/22/2019.

Unless further eligible costs are incurred and are approved by the Commission, the maximum Project Cost for this Project shall be per the executed contract at $55,000.

ATTACHMENT B
COUNTY OF JEFFERSON

SCOPE OF WORK

Notwithstanding any previously executed fee proposal, contract and/or agreement, the County will hire and contract with a third-party consultant ("the Consultant") and ensure that the Consultant will perform the Scope of Work associated with the Project as described below:

1. Develop a new, updated *Preservation Master Plan for the Jefferson County Courthouse* ("Master Plan"). The Master Plan shall conform to the Commission's revised "R*ecommended Outline for Courthouse Preservation Master Plan*" dated 2/2019.

2. The documents associated with the Master Plan shall be submitted for interim review and approval to the County and Commission at the agreed intervals and dates provided in the Project Schedule (below) unless extensions are approved by the Commission.

3. The final version of the Master Plan shall incorporate all comments and be approved by the County and THC.

4. The work undertaken and/or services provided by the Consultant, unless otherwise agreed by the County and Commission will include:

    a. Reconsider previous existing conditions evaluation and proposed recommendations,

    b. Reconsider the functional and programmatic requirements of the County,

    c. Provide a scope of work for the restoration of the building as well as any alternative approaches to design and construction as directed by the County that reflect budgetary or other constraints,

    d. Preparation of a pre-design Cost Estimate, or Opinion of Probable Cost, for the approach(es) described in the Master Plan ("Project Budget"), and

    e. Qualified structural, mechanical and electrical engineering consultants and the services of other consultants may be necessary to fully assess the building.

5. Site visits will be conducted as necessary to evaluate the courthouse and attend interim progress meetings with the County, Commission and other representatives as directed by the County.

PROJECT SCHEDULE

The services and deliverables will be performed according to the following Project Schedule or earlier. Extension requests shall be made in writing by the County at least 14 days prior to the scheduled deadline:

1. Outline or 30% submittal for the proposed Master Plan including identification of areas of emphasis for consultation between County and THC by August 1, 2019,

2. 60% submittal by October 14, 2019 includes some consultant reports and on-site investigation,

3. 95% submittal for review and comment including Project Budget by November 30, 2019, and

4. Final 100% complete submittal for approval by February 1, 2020.

ATTACHMENT C
COUNTY OF JEFFERSON

FEE PROPOSAL / PROFESSIONAL SERVICES CONTRACT

Prof 19-007/DC

The LaBiche
ARCHITECTURAL GROUP, INC.

Dohn H. LaBiche, FAIA - Principal
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
(409) 860-0197 • Fax (409) 860-0198

December 27, 2018

Jefferson County Commissioners Court
Commissioner Eddie Arnold, Pct. #1
1001 Pearl Street
Beaumont, TX 77701

Project: Update to the Jefferson County Courthouse Masterplan

Re: Proposal for Architectural Services

Dear Commissioner Arnold,

We appreciate the opportunity to submit this proposal for Architectural Services for the referenced project for your approval. The LaBiche Architectural Group, Inc. (hereinafter "Architect") shall provide to Jefferson County Commissioners Court, (hereinafter "Client") the services described below for the compensation described below. This proposal is based upon our discussions with Client and review of the current Historic Masterplan created in August of 2007.

PROJECT INFORMATION:
The project, as we understand it, is the updating of the 2007 Master Plan as funded by the Texas Historical Commission with a County match funding.

SCOPE OF WORK:
The Architect and the Architect's consultants shall perform those services described below:

WORK OUTLINE

A. Section Two

1. Compile schedule of rehabilitation work to date, dates of work, costs:
    a. Phase One: Tower Roof and Spire
    b. Phase Two: Masonry and Windows
    c. Phase Three: HVAC
    d. Commissioners' Courtroom
    e. Other?
2. Edit Section Two text

B. Section Three

1. Edit to reflect rehab work completed and work remaining
    a. Work identified in original Master Plan
        1) Completed
        2) Remaining
    b. Work identified later and now added to Update, such as
        1) Electrical
        2) Security
        3) Roofing
2. Update drawings to reflect conditions in 2019
    a. Floor Plans
3. Investigate current and future space utilization needs
    a. Interview department officials for current space needs and uses
    b. Document current use of all spaces in buildings
    c. Project space needs (5 year, 10 year) and draft new space plans
4. Edit Section Three text

C. Section Four
1. Recommendations for future work, based on Section Three
    a. Prioritize phases, is needed
2. Cost Estimates

D. Section Five
1. New photos of areas that have changed since original master plan
2. New consultant reports

E. Section One
1. Summary of new recommendations and phases
2. Current Participants

SEQUENCE OF ACTIVITIES

Section 1: General Information would include recognition of the 2019 County Commissioner Court members and a summary of the current project.

Section 2 : Contains historical research on the county's courthouses so any relevant information, such recent historic designations should be added to the report. Revaluation of the period of significance as it relates to the scope of work can be undertaken with THC approval.

Section 3: Describes all the existing conditions of the courthouse, both interior and exterior, to determine if repair or replacement is required as well as identify historically significant features to be preserved. If the master plan is more than 10 years old it would seem prudent to re-evaluate the performance of the roofing,

for example, to determine if it has reached the end of its life. This section would also identify any deficiencies in the electrical system or if structural problems are present.

Section 4: Includes the recommended scope of work for your project. Note that location of offices, extent of IT and security infrastructure, and even break room locations were determined in consultation with a previous court and your objectives may have changed. All recommendations in the updated master plan should re-evaluated by the current court and changed as necessary.

Section 5: Appendices may not change unless there are new consultant reports or more recent photos that better illustrate the current condition of the courthouse

COMPENSATION:
The scope of work outlined above will be performed at an hourly rate not to exceed **Fifty Thousand Dollars ($50,000.00)**, plus reimbursable expenses and distributed as follows:

- ☐ Additional Services requested by Client will be charged hourly per the fee schedule attached.
- ☐ Reimbursable expenses shall include all printing required for the project. Other expenses shall be approved by Owner prior to expenditures. Cost of reimbursable expenses shall be billed at 1.25 times the expenditure.

We have assembled this proposal based on our understanding of the specific needs related to this project. If you are in agreement with the terms and qualifications of this proposal, please sign one copy and return to us. We are extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,

Dohn H. LaBiche, FAIA

Approved By:

Name Jeff Branick

01/22/2019
Date

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTEST
DATE 1/22/19

HOURLY RATE SCHEDULE

PERSONNEL	HOURLY RATE*
Principal/ Engineer/ Historical Consultant	150.00
Senior Project Architect	125.00
Project Architect	100.00
Intern Architect II	95.00
Intern Architect I	80.00
Draftsman	60.00
Interior Finish Consultant II	85.00
Secretarial	50.00

*The rates for services of the Architect as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Texas Board of Architectural Examiners
P.O. Box 12337
Austin, TX 78711-2337
Telephone: (512) 305-9000 / Fax: (512) 305-8900

STATE OF TEXAS
COUNTY OF JEFFERSON

FUNDING AGREEMENT

This Funding Agreement ("Agreement") is entered into by and between the State of Texas, acting by and through the Texas Historical Commission ("Commission") and JEFFERSON County, a political subdivision of the State of Texas ("County").

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby contract, covenant, and agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to provide for the administration of the grant of funds for development of an updated Courthouse Preservation Master Plan ("Project") for the rehabilitation and restoration of the Jefferson County Courthouse ("Property").

ARTICLE II
AUTHORITY

2.01 This Agreement is authorized under the Historic Courthouse Preservation Program, Texas Government Code §§442.0081, et seq. ("Program"), and the rules promulgated thereunder at 13 Texas Administrative Code §§12.1, et seq., and the Interlocal Cooperation Act, Government Code Chapter 791.

2.02 This Agreement is subject to the Uniform Grant and Contract Management Act, Government Code Chapter 783, and the conditions and assurances promulgated thereunder by the Office of the Governor.

ARTICLE III
PERIOD OF THE AGREEMENT

3.01 This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completion of the planning work for the Property as provided in Article V hereof, and the Commission's final approval of such work, and the satisfactory completion of the grant requirements as stipulated in the Texas Historic Courthouse Preservation Program Round X Master Planning Project grant manual which is hereby incorporated by reference as if set forth fully herein, or until earlier terminated as provided in Article VIII hereof.

ARTICLE IV
GRANT OF FUNDS

4.01 The amount of the grant under the Program which is the subject of this Agreement shall be $50,000.00. The grant of funds shall be paid to the County in accordance with the

procedure described in Article VII hereof.

4.02 A statement of the source of funds is shown as Attachment "A" and incorporated herein for all purposes ("Source of Funds Statement"). The Source of Funds Statement itemizes the absolute dollar amounts to be contributed by state and local sources and identifies total available funds in an amount equivalent to the estimated project costs stated in Attachment "A" and incorporated herein for all purposes ("Project Cost Estimate") The Commission's funding participation shall not exceed the amount of the grant award specified herein.

4.03 The County shall be responsible for contributing all local funds at an amount not less than that specified in the Source of Funds Statement and Verification.

4.04 The County shall be responsible for funding any costs that are not eligible for reimbursement associated with the Project including any cost overruns in excess of the Project Cost Estimate. Notwithstanding the foregoing, the Commission may agree, but is under no obligation, to reimburse additional eligible costs in excess of the Project Cost estimate but under no circumstances shall the Commission's contribution exceed $50,000.00

4.05 If the amount of the grant award changes at any time during the course of the Project, bilateral amendments may be required. Notwithstanding the foregoing, no amendment shall be considered valid unless made pursuant to Article IX herein.

ARTICLE V
SCOPE OF WORK

5.01 The parties hereby agree that the Scope of Work the County shall perform under this Agreement is shown as Attachment "B" and incorporated herein for all purposes ("Scope of Work"). Changes shall not be made to the Project or approved documents describing it without prior approval of the Commission and substantive changes may require bilateral amendments to this Agreement. Notwithstanding the foregoing, no amendment shall be considered valid unless made pursuant to Article IX herein.

ARTICLE VI
COUNTY'S RESPONSIBILITIES

6.01 The County shall ensure that all matters pertaining to the Project are conducted in conformance with the procedures provided by the Texas Historic Courthouse Preservation Program, all applicable state and federal laws, rules and regulations and the legal directives of the Commission and its staff.

6.02 The County shall provide for the procurement of all necessary architecture, engineering, and consultant services related to the Project. The County's contract(s) for professional services shall be submitted to the Commission.

6.03 The County shall ensure that the Project shall be in accordance with the treatment for restoration, rehabilitation, reconstruction or preservation, as applicable, described the

U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 (36 Code of Federal Regulations Part 68) as determined by the Commission.

6.04 The County shall submit all documents necessary for the Project and required under the Scope of Work to the Commission for review and approval. The County shall make all necessary revisions to the Project as determined by the Commission during the Project . The County shall not make changes to the documents required to be delivered under the Scope of Work without prior approval by the Commission.

6.05 The County shall ensure that the Project's completion schedule ("Project Schedule"), shown in Attachment "B", is met unless an extension is approved in advance by the Commission. Extension requests shall be made in writing by the County at least 14 days prior to the scheduled deadline.

6.06 The County shall be responsible for resolving any environmental matters that are identified during the course of the Project, and shall provide the Commission with written certification from appropriate regulatory agencies that any such identified environmental matters have been remediated, if so required.

6.07 The County accepts this grant award and acknowledges that there is no guarantee of further funding in this round or any future round for this project. All grants in this program are subject to future appropriation of funds by the Texas Legislature and a competitive award by the THC.

6.08 The County shall make the Property available to the Commission for regular site visits necessary to evaluate the courthouse and the Commission shall be notified of and have the right to attend interim progress meetings.

6.09 Pursuant to 13 Texas Administrative Code §§12.7 (e)(1) the County shall only use funds granted under this Agreement to perform the work authorized in Attachment "B", Scope of Work, or as otherwise approved in writing by the Commission.

ARTICLE VII
REIMBURSEMENT

7.01 The County shall be reimbursed for costs and expenses incurred to perform the work related to the Project by submitting to the Commission documentation showing that such costs and expenses have been paid. Reasonable, allowable, and allocable costs incurred by the County shall be eligible for reimbursement at an amount not to exceed the State grant funding amount listed in the Source of Funds Statement included in Attachment "A". The Commission shall reimburse the County for such expenses and costs in accordance with the State Prompt Payment Law after the County submits the documentation required hereunder.

7.02 The total Project Cost Estimate is attached as Attachment "A" and incorporated herein for all purposes. The Project Cost Estimate includes the itemized cost of architectural and engineering services. Non-Program eligible costs and expenses shall be included in the estimate but itemized separately and are not included in the local match figure

indicated in the Source of Funds Statement. Only costs and expenses identified as eligible and included as such in the Project Cost Estimate shall be eligible for reimbursement in accordance with Article VII hereof.

7.03 Documentation necessary for reimbursement of eligible Project costs and expenses shall include a certified statement of services rendered with a copy of the payment check.

7.04 Reimbursement of eligible Project costs and expenses shall be held by the Commission until the Project described in the Scope of Work is complete and determined satisfactory within the sole discretion of the Commission. Interim reimbursements may be made at the discretion of the Commission.

7.05 Project costs and expenses incurred prior to the date the Project was selected by the Commission for a grant award under the Program, are not eligible for reimbursement except as otherwise agreed by the Parties in writing.

ARTICLE VIII
TERMINATION

8.01 Termination for Convenience. The Commission may, at its sole discretion, terminate this Agreement without recourse, liability, or penalty, upon written notice to the other Party thirty (30) calendar days before the effective date of such termination. This Agreement may also be terminated prior to completion of the Project by mutual consent and agreement in writing signed by all parties.

8.02 Termination for Cause. This Agreement may be terminated by either party upon the failure of the other party to fulfill the obligations set forth in this Agreement, in the manner provided in this Article 8.02 hereof. If an event of termination is based on the failure of a party to fulfill its obligations under this Agreement, then the party seeking termination shall notify the party of such breach and provide such party a reasonable period of time, which shall not be less than thirty (30) days, to cure such breach. If the breach is cured within the time permitted, no termination shall occur. Otherwise, this Agreement shall terminate after the period to cure the breach has expired. Any cost incurred due to such a breach of contract shall be paid by the breaching party.

8.03 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract. Termination of this Agreement for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this Agreement that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Agreement: Sections 6.10, 8.04 and Articles: IX, and XIX.

8.04 Withdrawal by County. Notwithstanding the foregoing, if the County withdraws from the Project after this Agreement is executed, but prior to completion of the Project, it

shall be responsible for all direct and indirect Project costs as identified by the Commission's cost accounting system. All previously reimbursed Project costs shall be repaid to the Commission by the County within sixty (60) days of termination.

8.05 Excess Obligations. This Agreement is subject to termination or cancellation, without penalty to the Commission, either in whole or in part, subject to the availability of state funds.

ARTICLE IX
CONSTRUCTION OF CONTRACT AND AMENDMENTS

9.01 Entire Agreement. This Agreement, including all Attachments, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings, or agreements between the Parties related to such subject matter. By executing this Agreement, the County agrees to strictly comply with the requirements and obligations of this contract, including all attachments.

9.02 Amendment. This Agreement shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this Agreement shall be binding upon the Parties and presumed to be supported by adequate consideration. Any other attempted changes, including oral modifications, written notices that have not been signed by both Parties, or other modifications of any type, shall be invalid.

9.03 Severability. If any term or provision of this Agreement is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

9.04 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation under this contract.

9.05 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

ARTICLE X
NOTICES

10.01 All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U. S. Mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such parties at the following addresses:

Commission: Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

County: The Honorable Jeff Branick, Jefferson County Judge
P.O. Box 4025
Beaumont, Texas 77704

ARTICLE XII
RESPONSIBILITIES OF PARTIES

12.01 The Commission and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE XIII
OWNERSHIP OF DOCUMENTS

13.01 Upon completion or termination of this Agreement, all documents prepared by either party shall remain the property of such party. Notwithstanding the foregoing, all documents and data prepared under this Agreement ("Work Product") shall be made available to the Commission without restriction or limit on their further use. Accordingly, the County does hereby grant the Commission an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works) at no additional cost to the Commission, in any manner the Commission deems appropriate in the exercise of its sole discretion, any component of such Work Product. The County shall obtain from consultants, contractors, and subcontractors (if any) all rights and data necessary to fulfill the County's obligations to the Commission under this Agreement. If a proposed consultant, contractor, or subcontractor refuses to accept terms affording the Commission such rights, the County shall promptly bring such refusal to the attention of the Commission and not proceed with the agreement in question without further authorization from the Commission.

ARTICLE XIV
VENUE AND COMPLIANCE WITH LAWS AND REGULATIONS

14.01 The parties hereof shall comply with all applicable Federal, State, and Local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. When required, either party shall furnish satisfactory proof of their compliance with such requirements stated above.

14.02 The Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas.

ARTICLE XV
LIMITATION OF LIABILITY

15.01 The Commission shall not be liable for any direct or consequential damages to County or any third party for any act or omission of the County in the performance of this Agreement. The Commission shall not indemnify nor guarantee any obligation of the County.

ARTICLE XVI
ATTACHMENTS

16.01 The following documents are included in and shall be a part of this Agreement for all purposes:

Attachment "A" Source of Funds Statement and Verification, Project Cost Estimate

Attachment "B" Scope of Work, Project Schedule

Attachment "C" Proposal for Architectural Services,
Update to the Jefferson County Courthouse Masterplan,
The LaBiche Architectural Group, Inc., executed 01/22/2019.

ARTICLE XVII
DISPUTE RESOLUTION

17.01 The dispute resolution process provided for in Government Code Chapter 2260 shall be used, as further described herein, by the parties to attempt to resolve any claim for breach of this Agreement made by either party.

17.02 A claim by the County for breach of this Agreement that cannot be resolved between the parties in the ordinary course of business shall be submitted to the negotiation process provided in Government Code Chapter 2260, Subchapter B. Compliance by County with Government Code Chapter 2260, Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code Chapter 2260, Subchapter C.

17.03 The contested case process provided in Government Code Chapter 2260, Subchapter C is County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Commission if the parties are unable to resolve their disputes under this Article XVII.

17.04 Compliance with the contested case process as provided in Article 17.02 hereof is a condition precedent to seeking consent to sue from the Texas Legislature under Civil Practices and Remedies Code Chapter 107. Neither the execution of this Agreement by the Commission nor any other conduct of any representative of Commission relating to the Agreement shall be considered a waiver of sovereign immunity to suit.

17.05 The submission, processing, and resolution of any claim by County hereunder is governed by 1 Texas Administrative Code §§68.1, et seq., now and as hereafter amended.

17.06 Neither the occurrence of an event alleged to constitute breach of this Agreement nor the pendency of a claim constitute grounds for the suspension of performance by the County, in whole or in part.

ARTICLE XVIII
ETHICAL AFFIRMATIONS AND CONFLICTS OF INTEREST

18.01 Dealings with Public Servants. Pursuant to Section 2155.003 of the Texas Government Code, County represents and warrants that it 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 a public servant in connection with this Agreement.

18.02 False Statements. County represents and warrants that all statements and information prepared and submitted in this Agreement or in any application for grant or loan funds contemplated by this Agreement are current, complete, true, and accurate. Submitting an application for funding under this Agreement with a false statement or material misrepresentations made during the performance of this Agreement is a material breach of contract and may void the submitted application and any this resulting Agreement.

18.03 County represents and warrants that the acceptance of funding and performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

ARTICLE XIX
AUDITS, INSPECTION OF BOOKS, RECORDS, AND WORK, AND PUBLIC INFORMATION ACT

19.01 State Auditor's Right to Audit. Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the County or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the County or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. County shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Agreement and the requirement to cooperate is included in any subcontract it awards.

19.02 Inspection of Books, Records, and Work. The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the Commission, the County, and the Comptroller, or their duly authorized representatives for review and inspection at its office during the contract period and for seven (7) years from the date of completion of the work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the Commission, the County, and the Comptroller and their duly authorized representatives shall have access to all the governmental records that are directly applicable to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Commission may, during normal business hours, inspect the work on the Property undertaken through this Agreement.

19.03 Public Information Act. County understands that Commission will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, County is required to make any information created or exchanged with the State pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the dates herein below.

TEXAS HISTORICAL COMMISSION	**JEFFERSON COUNTY**
By: _____	By: _____
Title: _____	Title: COUNTY JUDGE
Date: _____	Date: _____

ATTACHMENT A
COUNTY OF JEFFERSON

A grant award was approved by the Texas Historical Commission ("Commission") on January 25, 2019 to Jefferson County ("County") under Round X of the Texas Historical Courthouse Preservation Program ("Program"), FY 2018-19 biennium for the Jefferson County Courthouse Preservation Master Plan ("Project").

The grant supports planning for the Project as described in the "Scope of Work" in Attachment "B". The eligible costs associated with performance of the Scope of Work the Project ("Project Cost") is stated below. See the fee proposal or professional services contract, Attachment "C" for additional information.

SOURCE OF FUNDS

The Source of Funds for this Project shall be:

State grant funding (not more than $50,000) =	$50,000
County matching share (not less than $5,000) =	$5,000
Maximum Project Cost (see below) =	$55,000

Note that the county match share includes a credit for the County's prior master plan costs per 13 TAC 12.7(d).

PROJECT COST

The professional services provided for this project as shown in Attachment "C", Proposal for Architectural Services, Update to the Jefferson County Courthouse Masterplan, The LaBiche Architectural Group, Inc., executed 01/22/2019.

Unless further eligible costs are incurred and are approved by the Commission, the maximum Project Cost for this Project shall be per the executed contract at $55,000.

ATTACHMENT B
COUNTY OF JEFFERSON

SCOPE OF WORK

Notwithstanding any previously executed fee proposal, contract and/or agreement, the County will hire and contract with a third-party consultant ("the Consultant") and ensure that the Consultant will perform the Scope of Work associated with the Project as described below:

1. Develop a new, updated *Preservation Master Plan for the Jefferson County Courthouse* ("Master Plan"). The Master Plan shall conform to the Commission's revised "R*ecommended Outline for Courthouse Preservation Master Plan*" dated 2/2019.

2. The documents associated with the Master Plan shall be submitted for interim review and approval to the County and Commission at the agreed intervals and dates provided in the Project Schedule (below) unless extensions are approved by the Commission.

3. The final version of the Master Plan shall incorporate all comments and be approved by the County and THC.

4. The work undertaken and/or services provided by the Consultant, unless otherwise agreed by the County and Commission will include:

    a. Reconsider previous existing conditions evaluation and proposed recommendations,

    b. Reconsider the functional and programmatic requirements of the County,

    c. Provide a scope of work for the restoration of the building as well as any alternative approaches to design and construction as directed by the County that reflect budgetary or other constraints,

    d. Preparation of a pre-design Cost Estimate, or Opinion of Probable Cost, for the approach(es) described in the Master Plan ("Project Budget"), and

    e. Qualified structural, mechanical and electrical engineering consultants and the services of other consultants may be necessary to fully assess the building.

5. Site visits will be conducted as necessary to evaluate the courthouse and attend interim progress meetings with the County, Commission and other representatives as directed by the County.

PROJECT SCHEDULE

The services and deliverables will be performed according to the following Project Schedule or earlier. Extension requests shall be made in writing by the County at least 14 days prior to the scheduled deadline:

1. Outline or 30% submittal for the proposed Master Plan including identification of areas of emphasis for consultation between County and THC by August 1, 2019,

2. 60% submittal by October 14, 2019 includes some consultant reports and on-site investigation,

3. 95% submittal for review and comment including Project Budget by November 30, 2019, and

4. Final 100% complete submittal for approval by February 1, 2020.

ATTACHMENT C
COUNTY OF JEFFERSON

FEE PROPOSAL / PROFESSIONAL SERVICES CONTRACT

Prof 19-007/DC

The LaBiche
ARCHITECTURAL GROUP, INC.

Dohn H. LaBiche, FAIA - Principal
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
(409) 860-0197 • Fax (409) 860-0198

December 27, 2018

Jefferson County Commissioners Court
Commissioner Eddie Arnold, Pct. #1
1001 Pearl Street
Beaumont, TX 77701

Project: Update to the Jefferson County Courthouse Masterplan

Re: Proposal for Architectural Services

Dear Commissioner Arnold,

We appreciate the opportunity to submit this proposal for Architectural Services for the referenced project for your approval. The LaBiche Architectural Group, Inc. (hereinafter "Architect") shall provide to Jefferson County Commissioners Court, (hereinafter "Client") the services described below for the compensation described below. This proposal is based upon our discussions with Client and review of the current Historic Masterplan created in August of 2007.

PROJECT INFORMATION:
The project, as we understand it, is the updating of the 2007 Master Plan as funded by the Texas Historical Commission with a County match funding.

SCOPE OF WORK:
The Architect and the Architect's consultants shall perform those services described below:

WORK OUTLINE

A. Section Two

1. Compile schedule of rehabilitation work to date, dates of work, costs:
    a. Phase One: Tower Roof and Spire
    b. Phase Two: Masonry and Windows
    c. Phase Three: HVAC
    d. Commissioners' Courtroom
    e. Other?
2. Edit Section Two text

B. Section Three

1. Edit to reflect rehab work completed and work remaining
    a. Work identified in original Master Plan
        1) Completed
        2) Remaining
    b. Work identified later and now added to Update, such as
        1) Electrical
        2) Security
        3) Roofing
2. Update drawings to reflect conditions in 2019
    a. Floor Plans
3. Investigate current and future space utilization needs
    a. Interview department officials for current space needs and uses
    b. Document current use of all spaces in buildings
    c. Project space needs (5 year, 10 year) and draft new space plans
4. Edit Section Three text

C. Section Four
1. Recommendations for future work, based on Section Three
    a. Prioritize phases, is needed
2. Cost Estimates

D. Section Five
1. New photos of areas that have changed since original master plan
2. New consultant reports

E. Section One
1. Summary of new recommendations and phases
2. Current Participants

SEQUENCE OF ACTIVITIES

Section 1: General Information would include recognition of the 2019 County Commissioner Court members and a summary of the current project.

Section 2 : Contains historical research on the county's courthouses so any relevant information, such recent historic designations should be added to the report. Revaluation of the period of significance as it relates to the scope of work can be undertaken with THC approval.

Section 3: Describes all the existing conditions of the courthouse, both interior and exterior, to determine if repair or replacement is required as well as identify historically significant features to be preserved. If the master plan is more than 10 years old it would seem prudent to re-evaluate the performance of the roofing,

for example, to determine if it has reached the end of its life. This section would also identify any deficiencies in the electrical system or if structural problems are present.

Section 4: Includes the recommended scope of work for your project. Note that location of offices, extent of IT and security infrastructure, and even break room locations were determined in consultation with a previous court and your objectives may have changed. All recommendations in the updated master plan should re-evaluated by the current court and changed as necessary.

Section 5: Appendices may not change unless there are new consultant reports or more recent photos that better illustrate the current condition of the courthouse

COMPENSATION:
The scope of work outlined above will be performed at an hourly rate not to exceed **Fifty Thousand Dollars ($50,000.00)**, plus reimbursable expenses and distributed as follows:

- ☐ Additional Services requested by Client will be charged hourly per the fee schedule attached.
- ☐ Reimbursable expenses shall include all printing required for the project. Other expenses shall be approved by Owner prior to expenditures. Cost of reimbursable expenses shall be billed at 1.25 times the expenditure.

We have assembled this proposal based on our understanding of the specific needs related to this project. If you are in agreement with the terms and qualifications of this proposal, please sign one copy and return to us. We are extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,

Dohn H. LaBiche, FAIA

Approved By:

Name Jeff Branick

01/22/2019
Date

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTEST
DATE 1/22/19

HOURLY RATE SCHEDULE

PERSONNEL	HOURLY RATE*
Principal/ Engineer/ Historical Consultant	150.00
Senior Project Architect	125.00
Project Architect	100.00
Intern Architect II	95.00
Intern Architect I	80.00
Draftsman	60.00
Interior Finish Consultant II	85.00
Secretarial	50.00

*The rates for services of the Architect as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Texas Board of Architectural Examiners
P.O. Box 12337
Austin, TX 78711-2337
Telephone: (512) 305-9000 / Fax: (512) 305-8900

AGENDA ITEM **June 17, 2019**

Receive and file executed Inter-local Agreement between Jefferson County and the City of Port Arthur pursuant Sec. 791.014, Texas Government Code.

AGENDA ITEM **June 3, 2019**

Consider and possibly approve and authorize the County Judge to execute and Inter-local Agreement between Jefferson County and the City of Port Arthur to allow Precinct Three to perform work and services pursuant to Sec. 791.014, Texas Government Code.

DERRICK FORD FREEMAN, MAYOR
HAROLD DOUCET SR., MAYOR PRO TEM

COUNCIL MEMBERS:
RAYMOND SCOTT, JR.
CAL JONES
THOMAS KINLAW, III
CHARLOTTE MOSES
KAPRINA FRANK

City of Port Arthur Texas

REBECCA UNDERHILL
INTERIM CITY MANAGER

SHERRI BELLARD, TRMC
CITY SECRETARY

VAL TIZENO
CITY ATTORNEY

May 22, 2019

County Commissioner Michael Sinegal, Comm. Pct. 3
Jefferson County Road & Bridge Precinct # 3
5700 Jade Avenue
Port Arthur, TX 77640

RE: Assistance through Inter-local Agreement

Dear Commissioner Sinegal:

The City of Port Arthur requests the assistance of Jefferson County through an inter-local agreement for the North and South Levees of Pleasure Island, Backridge Rd from County Line to State Line (5000'), S. 1st Street in Sabine Pass from the Port Authority Gate to the Dead End (Boat Launch) (2800'), and permission to use property ID 137914 (TRS 47&48 167 JNO McGaffey 6 Lot 47 48) Cemetery lot.

1. Cut the grass for the North and South Levees of Pleasure Island by using one slope mower, two side arms and two bush hogs. One Gradall and a dump truck to clean the scattered pieces of waste and trash. And a Dozer to clear all the rocks, so it will not damage the equipment on future mowing. The City of Port Arthur Requests mowing the North and South Levee twice a year as needed and determined by Pct. 3 or City of Port Arthur. As not to bind future Commissioners or City officials to said Interlocal agreement, a 1 year renewal of the Interlocal for Pleasure Island will be required.

2. Level up and repair S. 1st Street from the Port Authority Gate to the Dead End (Boat Launch) (2800') with hot mix asphalt then come back with seal coat.

3. Level up and repair pot holes on the Port Arthur section of Backridge Road (5000') with hot mix asphalt then come back with seal coat.

4. Permission to use a Cemetery Lot (ID 137914) in Sabine Pass as a depository of surplus soil from clearing/cleaning ditches in Sabine Pass. It is understood that the City will use all due care to avoid damage to the area and any leveling or smoothing of the soil will be the responsibility of the City.

The City of Port Arthur will provide the following for your assistance:

1. To provide the City of Port Arthur the initial assistance in the North and South Levee during the road building months, Jefferson County Pct. 3 will have to work on overtime as not to hold up their regular scheduled projects. The initial payment to Pct. 3 will be the overtime, fuel for the six (6) pieces of equipment used, and miscellaneous items.
   Labor – 60 hrs of overtime X $37.00/hr X 9 employees = $19,980
   Fuel – 200 gallons X $3.00/gallon = $600

Herbicide spraying (2 times) $915.07
Miscellaneous – 15% total = $3,087
Total = $24,582.07

After the initial cost, the Pct. 3 shall accept 14 tons of High Performance Hotmix and 1,200 gallons of CRS-Oil for the next time Pct. 3 cuts the grass at the North and South Levee.

- High Performance Hotmix – 14 tons X $98.25 = $1,375.50
- CRS-Oil – 1,200 gallons x $2.11 = $2,532.00

Total = $3,907.50

2. Material for 1st Street
   - Oil (CRS 2) 3,000 gallons X $2.11 = $6,330.00
   - Hot Mix Asphalt – 120 tons X $68.90 = $8,268.00
   - Cover Stone – 220 tons X $27.00 = $5,940.00

     Total = $20,538.00
   - For the labor and equipment used by Pct. 3, The City will reimburse Pct. 3 with 2,500 of (CRS-2)
   - 2,500 gallons (CRS-2) X $2.11 = $5,275.00

3. Material for Backridge Rd.
   - Oil (CRS 2) 3000 gallons X $2.11 = $6,330.00
   - Hot Mix Asphalt – 100 tons x $68.90 = $6,890.00
   - Cover Stone – 160 tons x $27.00 = $4,320.00

     Total = $17,540.00
   - For the labor and equipment used by Pct. 3, The City will reimburse Pct. 3 with 2,500 of (CRS-2)
   - 2,500 gallons of (CRS-2) x $2.11 = $5,275.00

4. For permission to use a cemetery lot, the City of Port Arthur shall level the cemetery lot to eliminate the ponding.

In total, the City cost shall not exceed the amount of $77,117.57 to cut the grass in the North and South levee twice, rehabilitate 1st Street and Backridge Rd and the City will grant the County permission to use the cemetery lot to deposit surplus soils.

Your assistance is appreciated,

Rebecca Underhill
Interim City Manager

STATE OF TEXAS)(
)(INTERLOCAL AGREEMENT
COUNTY OF JEFFERSON)(

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Port Arthur, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Three has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Port Arthur, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Port Arthur, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

City of Port Arthur and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor and equipment to repair certain streets, and provide services listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Three, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Port Arthur shall furnish Precinct Three, with materials and funding needed in exchange for the labor and equipment.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
8. The parties further agree, pursuant to Sec. 791.105, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to and agreed upon mediator.

Executed on the 3rd day of June, 2019.

Jeff R. Branick
Jefferson County Judge

Derick Freeman, Mayor
Mayor, City of Port Arthur

Jefferson County PR 20875

ORIGINAL CONTRACT FOR

RES/ORD 19-243

COUNCIL MEETING DATE: 6-4-19

AGENDA ITEM **June 17, 2019**

Consider, possibly approve, receive and file annual audit of Jefferson County Emergency Services District No. 3, pursuant to Sec. 775.082, Texas Health & Safety Code.

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
3535 CALDER AVENUE, SUITE 300
Joshua C. Heinz BEAUMONT, TEXAS 77706 jheinz@benoxford.com
PHONE: (409) 833-9182
FAX: (409) 833-8819

June 11, 2019

Via Email
Jefferson Co. Commissioners Court
c/o Hon. Jeff Branick, County Judge
Jefferson County Courthouse
1001 Pearl St.
Beaumont, Texas 77701

Re: Jefferson Co. ESD No. 3 – Fiscal Year 2017-18 Audit Report
B&O File No. 86971.

Dear Judge Branick and County Commissioners,

Enclosed please find a copy of Jefferson County Emergency Services District No. 3's annual audit report for the fiscal year ended September 30, 2018, which is being submitted to the Jefferson County Commissioners' Court in accordance with Section 775.082 of the Texas Health & Safety Code.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By: _____
Joshua C. Heinz

JCH/jcr
Enclosure

cc: ***Via Email***
Mr. Fred Jackson
Board of Commissioners, JCESD No. 3
District Chief, JCESD No. 3

Fred Jackson

From:	Joshua Heinz <jheinz@benoxford.com>
Sent:	Tuesday, June 11, 2019 1:11 PM
To:	'jbranick@co.jefferson.tx.us'
Cc:	'Fred Jackson'; Doug Saunders (jcesd3@gmail.com); Daniel Diaz (jcesd3admit@gmail.com)
Subject:	JCESD No. 3 -- FY 2017-18 Annual Audit Report
Attachments:	JCESD No. 3 -- 2019.06.10 -- FY 2017-18 Audit Report.pdf; JCESD No. 3 -- 2019.06.11 -- Letter to Jeff. Co. Commissioners Court fwding FY 2017-18 Audit Report.pdf

Dear Judge Branick,

Attached please find a copy of Jefferson County ESD No. 3's annual audit report for the fiscal year ended September 30, 2018, which is being submitted to the Commissioners' Court in accordance with Section 775.082(b) of the Texas Health & Safety Code.

Thank you for your and the Commissioners' attention to this matter, and please call me if you have any questions or require additional information.

Regards,

Joshua C. Heinz
Benckenstein & Oxford, L.L.P.
3535 Calder Avenue, Suite 300
Beaumont, Texas 77706
(409) 833-9182 Office
(409) 951-4722 Direct
(409) 833-8819 Fax

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JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2018

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

Annual Financial Report

For the Year Ended September 30, 2018

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

CERTIFICATE OF BOARD

We, the undersigned, certify that this accompanying audit report of the above named district was reviewed and approved for the year ended September 30, 2018 at a meeting of the Board of Commissioners held on the 10th day of June, 2019.

~~Board President~~ Brandon Rose, Vice President

~~Board Secretary~~ Mike Doguet, Treasurer

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
Annual Financial Report
For The Year Ended SEPTEMBER 30, 2018

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INTRODUCTORY SECTION

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

JEFFERSON COUNTY, TEXAS

FOR THE YEAR ENDED SEPTEMBER 30, 2018

Board of Commissioners

Terrence Simon	President
Brandon Rose	Vice President
Roy Morrell	Secretary
Mike Doguet	Treasurer
Bryan Phelps	Assistant Secretary

Command Staff

Doug Saunders	Fire Chief

FINANCIAL SECTION

J. R. Edwards & Associates, LLC
Certified Public Accountants

June 6, 2019

INDEPENDENT AUDITOR'S REPORT

The Board of Commissioners
Jefferson County Emergency Services District No. 3
Jefferson County, Texas

We have audited the accompanying financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No.3, as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund the Jefferson County Emergency Services District No. 3, as of September 30, 2018, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

1465 Cornerstone Court, Ste. A • Beaumont, TX 77706
Phone (409) 924-9100 • Fax (409) 924-0990

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4 - 9 and page 25 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

J.R. Edwards & Associates, LLC

In this section of the Annual Financial Report, we, the managers of the Jefferson County Emergency Services District No. 3 (the District), discuss and analyze the District's financial performance for the fiscal year ended September 30, 2018. We encourage readers to consider the information presented here in conjunction with the independent auditors' report on page 2, and the District's Basic Financial Statements that begin on page 10.

FINANCIAL HIGHLIGHTS

- The District's total combined net position was $1,228,812 at September 30, 2018.
- During the year, the District's revenues were $530 more than the $381,452 generated in expenses for governmental activities.
- The general fund reported a fund balance this year of $260,290. All is for unrestricted use by the District.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements include three components: (1) management's discussion and analysis (this section), (2) the basic financial statements, and (3) required supplementary information.

Government-Wide Financial Statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business. They include the Statement of Net Position and the Statement of Activities that provide information about the activities of the District as a whole and present a longer-term view of the District's property and debt obligations and other financial matters. They reflect the flow of total economic resources in a manner similar to the financial reports of a business enterprise.

The Statement of Net Position presents information in a format that displays assets, plus deferred outflows of resources, less liabilities, less deferred inflows of resources to equal net position. Net position is displayed in three components – net investment in capital assets, restricted, and unrestricted. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. To assess the overall health of the District, one needs to consider additional nonfinancial factors such as changes in the District's tax base.

The *Statement of Activities* presents information showing how the government's net position changed during the current fiscal year. All changes in net position are reported for all of the current year's revenues and expenses regardless of when cash is received or paid. Thus, revenue and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the District's government-wide financial statements distinguish the functions of the District as being principally supported by taxes (governmental activities) as opposed to business-type activities that are intended to recover all or a significant portion of their costs through user fees and charges.

OVERVIEW OF THE FINANCIAL STATEMENTS - Continued

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objects. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related requirements. The fund financial statements provide detailed information about the District's most significant funds, *not* the District as a whole.

- Some funds are required by State law and by bond covenants.

- The Board of Commissioners may establish other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.

The District has the following kinds of funds:

- ***Governmental Funds.*** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

  Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

  The District's major governmental fund is the General Fund. Data for the remaining governmental funds are combined into a single, aggregated presentation.

  The District adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

Notes to the Financial Statements. The notes provide additional information that is essential to a complete understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 16-24 of this report.

Required Supplementary Information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* that further explains and supports the information in the financial statements. Required supplementary information can be found on page 25 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Our analysis focuses on the Net Position (Table I) and Changes in Net Position (Table II) of the District's governmental activities.

The District's combined net position was $1,228,812 at September 30, 2018. (See Table I)

Table I
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
Net Position

	September 30, 2018	September 30, 2017
Current and Other Assets	$ 281,860	$ 444,691
Capital Assets	1,243,820	1,160,599
Total Assets	1,525,680	1,605,290
Long-term Liabilities	226,476	296,449
Other Liabilities	70,392	80,559
Total Liabilities	296,868	377,008
Net Assets:		
Invested in Capital Assets Net of Related Debt	948,194	784,980
Unrestricted	280,618	443,302
Total Net Position	$ 1,228,812	$ 1,228,282

Approximately $948,000 of the District's net position represents investments in capital assets net of related debt. The $280,618 of unrestricted net position represents resources available to fund the programs of the District next year.

Changes in net position. The Districts total revenues were $381,982. For the current year most of the revenues resulted from property taxes levied and miscellaneous revenues accounted for less than one percent.

In future years most of the District's revenues will be derived from property taxes.

Total Cost of all programs and services was $381,452. The net position of the District for the current year increased $530 (see Table II on page 7 of this report).

GOVERNMENT-WIDE FINANCIAL ANALYSIS, Continued

Key elements of the governmental activities of the District are reflected in the following table.

TABLE II
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
Changes in Net Position

	September 30, 2018	September 30, 2017
Revenues:		
General Revenues:		
Maintenance and Operations Taxes	309,594	301,424
Grants & Provate Contribution	43,285	4,935
Miscellaneous	29,103	28,373
Total Revenue	381,982	334,732
Expenses:		
General government	47,759	40,524
Fire and emergency services	333,693	263,287
Total Expenses Governmental Activities	381,452	303,811
Increase (Decrease) in Net Assets	530	30,921
Net Position - October 1 (Beginning)	1,228,282	1,197,361
Net Position - September 30 (Ending)	$ 1,228,812	$ 1,228,282

GOVERNMENTAL ACTIVITIES

- Property tax rates were set at $.084515 per $100 valuation for M&O. The rate for 2018-2019 is set at $.083978 per $100 of taxable valuation for M&O.

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

As previously noted, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

GENERAL FUND BUDGETARY HIGHLIGHTS

There were few budget amendments for the 2017-2018 year and all were approved by the Commissioners.

CAPITAL ASSET AND LONG-TERM DEBT ACTIVITY

Capital Assets. At September 30, 2018 the District had $1.1 million (net of depreciation) invested in capital assets, buildings, equipment and vehicles.

	September 30, 2018	September 30, 2017
Buildings and Improvements	$ 394,355	$ 273,000
Emergency equipment and vehicles	1,186,068	1,128,254
Land	209,413	209,413
Totals	1,789,836	1,610,667
Less Accumulated Depreciation:		
Buildings and Improvements	(54,351)	(45,167)
Emergency equipment and vehicles	(491,665)	(404,901)
Total Accumulated Depreciation	(546,016)	(450,068)
Net Capital Assets	$ 1,243,820	$ 1,160,599

Long-Term Debt. At year-end, the District had $295,626 in notes payable and tax exempt obligations outstanding. More detailed information about the District's long-term liabilities is presented in the notes to the financial statements.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
Outstanding Debt

	September 30, 2018	September 30, 2017
Governmental activities:		
Contractual Obligations	$ 69,150	$ 65,377
Note Payable	226,476	310,242
Total	$ 295,626	$ 375,619

ECONOMIC FACTORS AND NEW YEAR'S BUDGETS AND RATES

- Appraised value used for 2018-2019 budget preparation increased slightly and the tax rate decreased slightly.
- The amount of taxes levied for the 2018-2019 fiscal year increased and expenditures are set to decrease, so fund balance is projected to increase for the next fiscal year.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the District's finances as well as demonstrate accountability for funds the District receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the District's Fire Chief, P.O. Box 697 China, Texas 77613.

BASIC FINANCIAL STATEMENTS

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3 EXHIBIT A

STATEMENT OF NET POSITION

FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Primary Government
	Governmental Actitivies
ASSETS	
Cash and cash equivalents	$ 254,727
Taxes receivable - net of allowance	21,433
Prepaids	5,700
Capital assets:	
Buildings, property, and equipment, net	1,034,407
Land	209,413
Total Assets	1,525,680
LIABILITIES	
Accounts payable	1,242
Non-current liabilities:	
Due within one year	69,150
Due in more than one year	226,476
Total Liabilities	296,868
NET POSITION	
Net investment in capital assets	948,194
Unrestricted	280,618
Total Net Position	$ 1,228,812

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3 EXHIBIT B

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2018

Functions / Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Primary Government Governmental Activities
Governmental activities:				
General government	$ 47,759	$ -	$ -	$ (47,759)
Fire and emergency services	333,693	-	-	(333,693)
Total governmental activities	381,452	-	-	(381,452)
Total Primary Government	$ 381,452	$ -	$ -	$ (381,452)
Property taxes, penalties and interest				309,594
Contributions not restricted to specific programs				43,285
Other miscellaneous				29,103
Total general revenues				381,982
Change in Net Position				530
Net Position- Beginning				1,228,282
Net Position - Ending				$ 1,228,812

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3 EXHIBIT C

BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2018

	Total Governmental Funds
	General Fund
ASSETS:	
Cash and cash equivalents	$ 254,727
Property taxes receivable (net of allowances for doubtful accounts)	21,433
Prepaid items	5,700
TOTAL ASSETS	$ 281,860
LIABILITIES AND FUND BALANCES:	
LIABILITIES:	
Accounts payable	$ 1,242
TOTAL LIABILITIES	1,242
DEFERRED INFLOWS OF RESOURCES:	
Unavailable revenue - property tax	20,328
TOTAL DEFERRED INFLOWS OF RESOURCES	20,328
FUND BALANCES:	
Unassigned Fund Balance	260,290
Total fund balances	260,290
TOTAL LIABILITIES DEFERRED INFLOWS AND FUND BALANCE	$ 281,860

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3 EXHIBIT C-1

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2018

Governmental fund balance as reported on the balance sheet for governmental funds.	$	260,290
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		1,243,820
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.		(295,626)
Recognition of deferred revenue as revenue increases net position.		20,328
Total net position as reported on the Statement of Net Position for Governmental Activities.	$	1,228,812

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3 EXBHIBIT D

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Total Governmental Funds
	General Fund
REVENUES	
Property taxes, penalties and interest	$ 308,291
Other miscellaneous	72,388
Total revenue	380,679
EXPENDITURES:	
Current:	
General government	47,759
Fire and emergency services	416,913
Total expenditures	464,672
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(83,993)
OTHER FINANCING SOURCES (USES)	
Issuance of debt	-
Principal payments on loan	(79,994)
Total other financing sources and uses	(79,994)
NET CHANGE IN FUND BALANCES	(163,987)
FUND BALANCES - BEGINNING	424,277
FUND BALANCES - ENDING	$ 260,290

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3 EXHIBIT D-1

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED SEPTEMBER 30, 2018

Net change in fund balances - total governmental funds (Exhibit D)		$ (163,987)
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.		
Capital Outlay	$ 179,169	
Depreciation	(95,949)	83,220
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.		79,994
Because some revenues will not be collected for several months after the District's fiscal year end, they are not considered "available" revenue and are deferred in the governmental funds. Deferred revenues increased by this amount in the current period.		1,303
Change in net position of governmental activities (Exhibit B)		$ 530

The accompanying notes are an integral part of this financial statement.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The financial statements of the Jefferson County Emergency Services District No. 3 (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following represents the significant accounting policies used by the District.

A. Reporting Entity

On November 8, 2011, the voters of the District approved the formation of an emergency services district under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Health and Safety Code of the State of Texas. On November 8, 2011, the County Commissioners Court of Jefferson County, Texas approved the order to form the Jefferson County Emergency Services District No. 3. The District was formed on October 1, 2012 and operates under Board of Commissioners appointed by the Commissioners Court of Jefferson County. The District services the areas previously serviced by the City of Nome and the City of China Volunteer Fire departments. The District is exempt from federal income taxes, state sales tax and state franchise tax.

B. Government-wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Changes in Net Position) report information on all of the nonfiduciary activities of the primary government. *Governmental activities,* which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

The District currently does not have any business-type activities or component units.

The statement of activities demonstrates the degree to which the direct expenses of a given structure or segment, are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues.*

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

C. Fund Financial Statements

The fund financial statements provide information about the government's funds. The emphasis of fund financial statements is on major governmental funds. At this time the District only has one fund.

The District reports the following major governmental funds:

The *general fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

D. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

Governmental fund financial statements are reported using the current financial *resources measurement focus* and the *modified accrual basis of accounting*. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual, i.e., both measurable and available to finance expenditures of the fiscal period. Revenues are considered available when they are collectible within the current period or soon enough thereafter to be pay liabilities of the current period. For this purpose, the government considers revenues available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, claims and judgments, are recorded only when the payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

E. Budgetary Data

The following procedures are utilized in establishing the budgetary data reflected in the basic financial statements:

a. The Fire Chief submits to the Commissioners a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them. The General Fund is the only Fund the District has at this time.

b. A Public hearing is conducted, after proper official journal notification, to obtain taxpayer comments.

c. Prior to September 30th, the budget is legally adopted.

d. Budget appropriations lapse at year-end and are re-established in the succeeding year.

e. Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

F. Cash and Investments

Cash includes amounts in demand and time deposit accounts. Investments are reported at fair value. Short-term investments, such as certificates of deposit and debt securities with a maturity date of less than one year, are reported at cost, which approximates fair value.

G. Property Taxes Receivable

Property appraisal within the District is the responsibility of the Jefferson County Appraisal District (Appraisal District). The Appraisal District is required under the Property Tax Code to appraise all property within the County on the basis of 100% of its market value.

In the governmental fund financial statements, property taxes that are measurable and available (receivable within the current period and collected within the current period or within 60 days thereafter to be used to pay liabilities of the current period) are recognized as revenue in the year of levy. Property taxes that are measurable, but not available, are recorded, net of estimated uncollectible amounts, as deferred revenues in the year of levy. Such deferred revenues are recognized as revenue in the fiscal year in which they become available.

H. Receivables

All receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

I. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

J. Capital Assets

Capital assets which include property, furniture, and equipment are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of $5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. When assets are retired or otherwise disposed of, the related costs or other recorded amounts are removed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings	20-30
Leasehold Improvements	15-30
Furniture and Equipment	5-10
Vehicles	5-15

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

K. Long-term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight line method. Bonds payable are reported net of the applicable bond premium or discount.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as expenditures. The accounting for proprietary funds is the same in the fund statements as it is in the government-wide statements.

L. Fund Equity

In the fund financial statements, governmental funds report classifications of fund balance based on controls placed upon the funds. In accordance with GASB Statement No. 54, fund balance classifications are recorded as follows:

Non-spendable Fund Balance – amounts that are not in spendable form or amounts that are legally and contractually required to be maintained intact.

Restricted Fund Balance – amounts constrained to a specific purpose by external parties through constitutional provisions or by enabling legislation.

Committed Fund Balance – amounts constrained to a specific purpose by the Commissioners (the highest level of authority within the District); amounts may only be appropriated by resolution of the Board of Commissioners and those amounts cannot be used for any other purpose unless the Commissioners take the same action to remove or change the constraint.

Assigned Fund Balance- the Board of Commissioners delegate authority to the District Fire Chief to assign amounts for specific purpose as appropriate.

Unassigned Fund balance – residual classification applicable to the general fund only.

The District's unassigned general fund balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The unassigned general fund balance may only be appropriated by resolution of the Commissioners.

When it is appropriate for fund balance to be assigned, the Commissioners delegate authority to the District Fire Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is from the most restrictive to the least restrictive, unless otherwise approved by the Commissioners.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

M. Implementation of New Standards

GASB Statement 63 Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position, amends the net asset reporting requirements in Statement No. 34 and other pronouncements by incorporating deferred outflows of the resources and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position rather than net assets. This is reflected in the District's financial statements.

N. Date of Management's Review

In preparing the financial statements, the District has evaluated events and transactions for potential recognition for disclosure through June 6, 2019, the date that the financial statements were available to be issued.

NOTE 2: CASH AND INVESTMENTS

At year-end, the District's carrying amount of deposits was $254,727 and the bank balance was $254,899. At September 30, 2018 the bank balance was covered by federal depository insurance. Deposits are exposed to custodial risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name. Of the bank balance, $250,000 was covered by federal depository insurance. The remaining bank balance was collateralized by securities held by the District's agent in name of the District.

NOTE 3: PROPERTY TAXES

Property taxes are collected by Allison Nathan Getz, Jefferson County Tax Assessor Collector, and are forwarded to the District through bank transfer. The tax rate held by the District during 2018 was $.084515 per $100 of assessed valuation. Property tax revenues are considered available when they become due or past due and are considered receivable within the current period, including those property taxes expected to be collected during a 60 day period after the close of the District's fiscal year. Property taxes are levied on October 1 of each year, a lien is placed on the property on January 1, and the taxes become due on January 31. The taxable assessed value for the roll of December 31, 2017 was $359,083,275. Property taxes receivable for 2018 are $35,721 net of allowance for doubtful accounts of $14,300.

NOTE 4: CAPITAL ASSETS

Capital asset activity for the governmental activities for the year ended September 30, 2018 was as follows:

Governmental Activities	Beginning Balance	Current Year Increases	Current Year Decreases	Ending Balance
Capital assets being depreciated:				
Buildings	$ 273,000	$ 121,355	$ -	$ 394,355
Fire equipment and vehicles	1,128,254	57,814	-	1,186,068
Total capital assets being depreciated:	1,401,254	179,169	-	1,580,423
Less accumulated depreciation:				
Buildings	(45,166)	(9,183)	-	(54,349)
Fire equipment and vehicles	(404,902)	(86,765)	-	(491,667)
Total accumulated depreciation	(450,068)	(95,948)	-	(546,016)
Total capital assets being depreciated, net	951,186	83,221	-	1,034,407
Capital assets not being depreciated	209,413	-	-	209,413
Governmental activities capital assets, net	$ 951,186	$ 83,221	$ -	$ 1,243,820

Depreciation expense of the governmental activities was charged to functions/programs as follows:

Public Safety	$ 95,948
Total Depreciation Expense - Governmental Activities	$ 95,948

NOTE 5: SHORT TERM DEBT

The Texas Health & Safety Code section 775.031 authorizes Districts to borrow money in order to perform the functions of the district and to provide emergency services. Upon formation, the District obtained an unsecured line of credit to cover expenditures prior to receipt of initial tax revenue. The District's line of credit is with Community Bank of Texas, N.A. Borrowings are permitted up to $100,000 and interest is payable monthly at a rate of 2.15% per annum based on year of 360 days. There was no outstanding balance as of September 30, 2018.

NOTE 6: LONG TERM DEBT

The District entered into loan agreements for the purchase of vehicles for fire and emergency services.

Long-term debt at September 30, 2018, is summarized as follows:

Date Issued	Amount	Final Maturity	Annual Installments	% Rate	Outstanding Balance
2013	132,475	2020	$20,000	2.15%	32,475
2017	250,000	2027	$29,882	3.38%	228,627
					$ 261,102

Interest on the 2013 loan shall be computed at a fixed rate of 2.15% for three years; thereafter, until maturity, at a rate per annum which is sixty-six percent (66%) of the index, but in no event to exceed the highest lawful rate. Adjustments in the varying rate in interest will be made on each anniversary date of the note beginning March 1, 2016.

The District entered into a tax exempt master lease-purchase agreement with Oshkosh Capital for the purpose of financing a pump truck. The contract is designated as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. Amounts outstanding as of September 30, 2016 are as follows:

Date of Issue	Original Issue	Final Maturity	Annual Installments	% Rate	Outstanding Balance
2014	$ 150,000	2018	$32,688	5.69%	$ 34,523

Annual requirements to maturity for the loan is as follows:

Year Ending September 30,	Principal	Interest	Total
2019	69,150	1,391	70,541
2020	42,901	472	43,373
2021	23,675	6,207	29,882
2022	24,476	5,410	29,886
2023	25,304	4,578	29,882
2023 and after	110,120	14,867	124,987
Total	$ 295,626	$ 32,925	$ 328,551

NOTE 6: LONG TERM DEBT, Continued

Changes in long-term liabilities

Long-term liability activity for the year ended September 30, 2018, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Contractual Obligations	65,375	-	30,853	34,522	34,522
Loan payable	310,244	-	49,141	261,103	34,628
Governmental activities Long-Term Liabilities	$ 375,619	$ -	$ 79,994	$ 295,625	$ 69,150

NOTE 7: OTHER INFORMATION

A. Interlocal Agreement

The District continues an agreement with the Orange County Emergency Services District No. 1 (ESD No. 1) of Orange County, Texas for the exchange of dispatch services. ESD No. 1 shall be responsible for providing necessary communication services to the District as stated in the agreement. All dispatch personnel shall be employees of ESD No. 1 and subject to all rules and regulations regarding ESD No. 1 employees. The District shall be responsible for maintaining its own radio equipment and related equipment maintenance as needed for the provision of communication services provided. The District agrees to pay the ESD No. 1 $13,000 annually for these services. An amended agreement will be required if any additional costs are incurred.

B. Risk Management

The District continues to carry commercial insurance for the risks of loss. There were no significant reductions in commercial insurance coverage in the past fiscal year and settled claims resulting from these risks have not exceeded coverage during the year. Management believes the amount and types of coverage are adequate to protect the District from losses which could reasonably be expected to occur.

C. Contingent Liabilities

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any to be immaterial.

NOTE 8—LEASES

Operating Leases

The District is committed under an operating lease that can be canceled with 120 days' notice, for the use of the Nome Fire Station (in the General Fund). Future minimum operating lease commitments are as follows:

Year ending September 30,	
2019	$ 600
2020	600
2021	600
2022	600
Total	$ 2,400

The above lease contains two automatic five year renewal terms.

REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures required by the Governmental Accounting Standards Board but not considered a part of the basic financial statements.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3 EXHIBIT E

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Property taxes, penalties and interest	$ 308,000	$ 308,291	$ 291
Other miscellaneous	73,200	72,388	(812)
Total revenue	381,200	380,679	(521)
EXPENDITURES			
Current:			
General government	50,939	47,759	3,180
Fire and emergency services	443,126	416,913	26,213
Total expenditures	494,065	464,672	29,393
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(112,865)	(83,993)	28,872
OTHER FINANCING SOURCES (USES)			
Principal Payments on loan	(80,048)	(79,994)	54
Issuance of debt	-	-	-
Total other financing sources and uses	(80,048)	(79,994)	54
NET CHANGE IN FUND BALANCES	(192,913)	(163,987)	28,926
FUND BALANCES AT BEGINNING OF YEAR	424,277	424,277	-
FUND BALANCE AT END OF YEAR	$ 231,364	$ 260,290	$ 28,926

The accompanying notes are an integral part of this financial statement.

COMPLIANCE SECTION

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J. R. Edwards & Associates, LLC
Certified Public Accountants

June 6, 2019

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Commissioners
Jefferson County Emergency Services District No. 3
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No. 3 (District), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated June 6, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Jefferson County Emergency Services District No. 3 financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an

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Phone (409) 924-9100 • Fax (409) 924-0990

opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

J.R. Edwards & Associates, LLC

Project: BMT to PA
Tract #: TX-JF-0025.00000
Jefferson County, Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RECORDING MEMORANDUM

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF JEFFERSON §

That the undersigned, **JEFFERSON COUNTY, a political subdivision of the State of Texas**, hereinafter referred to as "Grantor" (whether one or more), whose address is 1149 Pearl Street, Beaumont, Texas 77701-3638, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has entered into a Permanent Easement Agreement, herein referred to as the "Easement," with Enterprise TE Products Pipeline Company LLC, whose mailing address is P. O. Box 4324, Houston, Texas, 77210-4324 (hereinafter called "Grantee"), its successors and assigns, granting and conveying to Grantee those certain permanent and temporary easements, which are more particularly described and depicted in the attached Exhibits "A" and "B" attached hereto and incorporated herein for all intents and purposes on, in, over, through, across, under and along land owned by the Grantor as described and depicted on the exhibit or exhibits hereto.

All prospective assignees, mortgagees or other parties claiming some interest or acquiring some interest by, through, or under any of the above mentioned parties are put on notice of the priority of the Easement and the terms and provisions thereof and can contact the parties to determine the terms and provisions thereof.

The Easement contains other provisions that limit and restrict the rights of the parties in relation to their specific interests in and to the property covered by the Easement.

Project: BMT to PA
Tract #: TX-JF-0025.00000
Jefferson County, Texas

EXECUTED ON THE 17th DAY OF June, 2019.

GRANTOR:

JEFFERSON COUNTY
a political subdivision of the State of Texas

By: _____

Printed Name: Jeff Branick

Title: County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned authority, on this day personally appeared Jeff R. Branick, as County Judge, of **JEFFERSON COUNTY,** a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 17th day of June, 2019.

LOMA C GEORGE
Notary Public, State of Texas
Comm. Expires 02-07-2023
Notary ID# 419409-9

(SEAL)

Loma George
Notary Public in and for the State of Texas

Loma C George
(Print Name of Notary Public Here)

My Commission Expires: 02-07-2023

Project: BMT to PA
Tract #: TX-JF-0025.00000
Jefferson County, Texas

EXECUTED ON THE _____ DAY OF _____, 2019.

GRANTEE:

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC,
a Texas limited liability company

By: _____

Printed Name: Timothy J. Dyk

Title: Agent and Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 6th day of June 2019, by Timothy J. Dyk, Agent and Attorney-in-Fact of Enterprise TE Products Pipeline Company LLC, a Texas limited liability company, on behalf of such limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of June 2019.

BETH E. GANZ
Notary Public, State of Texas
Comm. Expires 10-04-2021
Notary ID 129574263

Beth Ganz
Notary Public in and for the State of Texas

Beth Ganz
(Print Name of Notary Public Here)

PLEASE RETURN RECORDED ORIGINAL TO:
Enterprise TE Products Pipeline Company LLC
143 Ridgeway Drive, Suite 118
Lafayette, LA 70503

EXHIBIT A

BPA-TX-JF-0025.00000

BEAUMONT TO PORT ARTHUR
FIELD NOTES DESCRIPTION
FOR THE PROPOSED 30 FOOT PIPELINE EASEMENT TO BE ACQUIRED
BY ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
ACROSS THE PROPERTY BELONGING TO JEFFERSON COUNTY
LOCATED IN T. & N.O. R.R. CO. SURVEY, A-239, JEFFERSON COUNTY, TEXAS

Description of the proposed 30 foot pipeline easement across the property belonging to Jefferson County, a called 138.568 acres, more or less, being the property conveyed under Entry No. 2001008588 of the Official Public Records of Jefferson County, Texas, located in T. & N.O. R.R. CO. Survey, A-239, Jefferson County, Texas, and described as follows:

Commencing at a found 5/8" iron rod with cap on the most Southwest corner of the property belonging to Jefferson County, thence North 13 degrees 30 minutes 32 seconds West, for a distance of 711.77 feet to the **POINT OF BEGINNING**, and having coordinates of X=1,317,692.69 and Y=10,863,588.72, thence along the centerline of the said proposed pipeline easement described as follows:

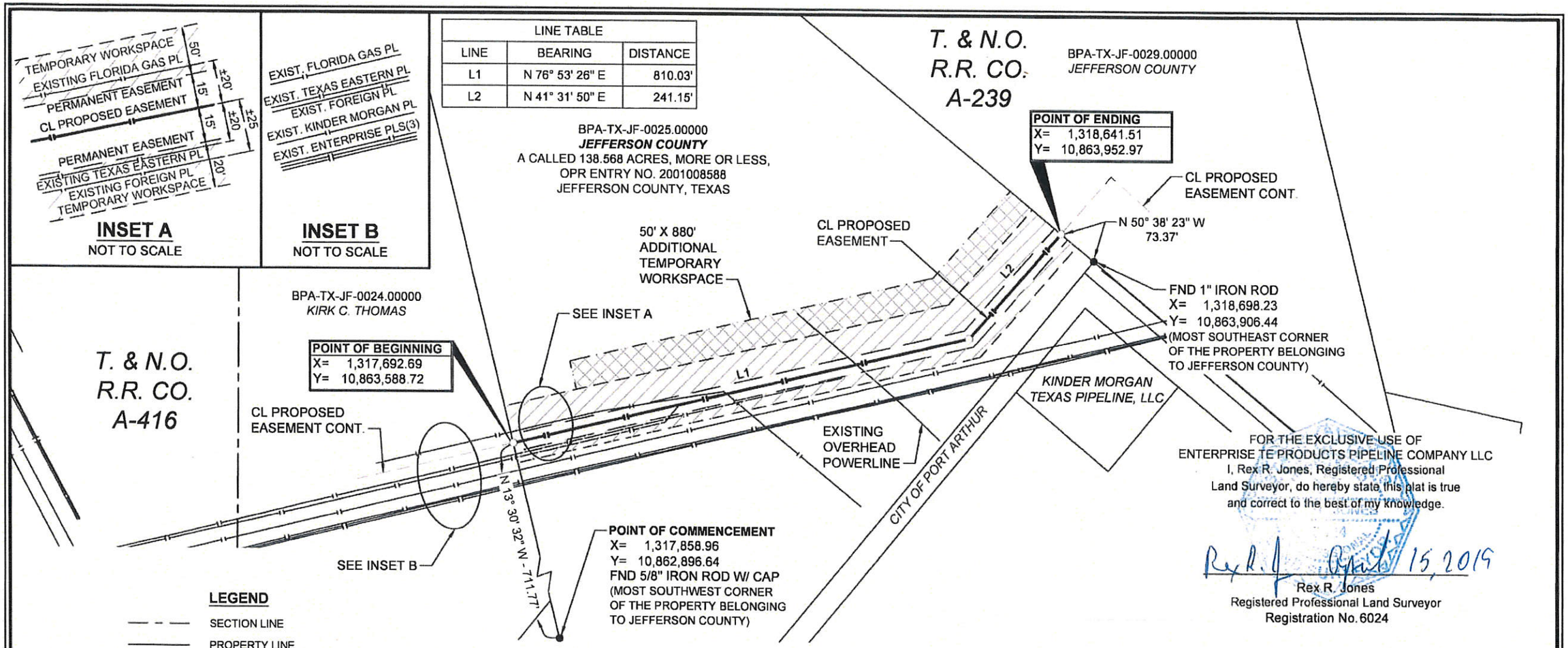
Thence North 76 degrees 53 minutes 26 seconds East, for a distance of 810.03 feet to a point; Thence North 41 degrees 31 minutes 50 seconds East, for a distance of 241.15 feet to the **POINT OF ENDING**, having coordinates of X=1,318,641.51 and Y=10,863,952.97, which bears North 50 degrees 38 minutes 23 seconds West, a distance of 73.37 feet from a found 1" iron rod on the most Southeast corner of the property belonging to said Jefferson County, and with a total length of **1,051.18 feet** and containing **63.71 rods** and affecting **0.72 acres**.

Additionally, a temporary workspace shall be taken along the Left Side (being 50 feet in width) of the proposed permanent easement and along the Right Side (being 20 feet in width) of the proposed permanent easement. These temporary workspaces will be utilized by the pipeline construction company and shall be extinguished at the completion of the pipeline construction.

All bearings, distances and coordinates are based on the Universal Transverse Mercator NAD 83 (2011)-Zone 15 North Datum Coordinate System. The above described centerline of proposed 30 foot wide permanent pipeline easement is delineated on a plat prepared by C. H. Fenstermaker And Associates, L.L.C. dated April 15, 2019.

Rex R. Jones, PLS
Texas PLS Registration #6024
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Square
Lafayette, LA 70508
337-237-2200

Larry Rose
Chief Inspector



FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
I, Rex R. Jones, Registered Professional
Land Surveyor, do hereby state this plat is true
and correct to the best of my knowledge.

Rex R. Jones 4/15/2019

Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. AS SUCH, THIS SURVEY DOES NOT, NOR WAS IT INTENDED, TO COMPLY WITH THE TBPLS MINIMUM STANDARDS OF PRACTICE FOR A LAND BOUNDARY SURVEY. ONLY LIMITED MEASUREMENTS WERE MADE AND LEASE LINES WERE ESTABLISHED AND COMPILED FROM THOSE MEASUREMENTS AND RECORDS.

2. ALL BEARINGS, DISTANCES, AREAS AND COORDINATES REFER TO THE COORDINATE SYSTEM OF UNIVERSAL TRANSVERSE MERCATOR NAD 83 (2011) - ZONE 15 NORTH.

3. PARCEL LINES AS DEPICTED HEREON WERE BASED UPON LIMITED FIELD SURVEY & DESCRIPTIONS PROVIDED BY ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC OR ITS AGENTS.

4. PARCEL LIMITS REPRESENTED HEREON MAY NOT BE INCLUSIVE OF ALL PROPERTY OWNED BY LANDOWNER NOTED.

5. SECTION LINES AND TOWNSHIP LINES SHOWN HEREON ARE TAKEN FROM DIGITIZED SOURCES AND MAY NOT REFLECT ACTUAL GROUND LOCATIONS.

EXHIBIT B
ROUTE SURVEY

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
BEAUMONT TO PORT ARTHUR
PROPOSED 30 FOOT PIPELINE EASEMENT
ACROSS THE PROPERTY BELONGING TO JEFFERSON COUNTY
CONTAINING 1,051.18 FEET (63.71 RODS)
T. & N.O. R.R. CO. SURVEY, A-239, JEFFERSON COUNTY, TEXAS

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 2	DATE: 04/15/2019	REVISED BY: TPD
DATE: 01/23/2019	No. 1	DATE: 03/11/2019	REVISED BY: MMM
FILENAME: T:\2018\2188311\DWG\ROW_FILES\BPA\JEFFERSON\BPA-TX-JF-0025.00000.dwg			

FENSTERMAKER
C H Fenstermaker & Associates, L L C
135 Regency Sq Lafayette, LA 70508
Ph 337-237-2200 Fax 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

Enterprise TE Products Pipeline Company LLC

Project: BMT to PA
Tract #: TX-JF-0025.00000
Jefferson County, Texas

DO NOT RECORD THIS EASEMENT.
ONLY A MEMORANDUM OF THIS EASEMENT IS TO BE FILED.

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (the "Agreement") is by and between **JEFFERSON COUNTY, a political subdivision of the State of Texas**, whose address is 1149 Pearl Street, Beaumont, Texas 77701-3638, (hereinafter referred to as "Grantor", whether one or more), and **Enterprise TE Products Pipeline Company LLC** a Texas limited liability company, with offices at 1100 Louisiana, Suite 1000, Houston, Texas 77002 and mailing address for all correspondence to P.O. Box 4324, Attn: Land Dept., Houston, Texas 77210-4324, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a non-exclusive thirty foot (30') wide free and unobstructed permanent easement in order to, among other rights described below, construct, operate and maintain one (1) pipeline (the "Pipeline"), and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor, as more particularly described in Exhibits "A" and "B" attached hereto ("the Permanent Easement").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee temporary workspace (and additional temporary workspace, if any), as more particularly described in Exhibits "A" and "B" attached hereto, in order to construct the Pipeline and any appurtenant facilities in, over, through, across, under, and along the property and to restore the property as required under this Agreement (the "Temporary Construction Easement") (the "Permanent Easement" and "Temporary Construction Easement" collectively the "Easements"). The term of the Temporary Construction Easement shall be for a period to extend twenty-four (24) months from the date of construction commencement on Grantor's property. However, if Grantee has completed its use of the Temporary Construction Easement prior to the twenty-four (24) month period, then the Temporary Construction Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easement while same is in effect.

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a temporary access easement on, over, through, across and along the lands more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof, for ingress and egress by Grantee and its employees, designees, contractors, successors and assigns, and all those acting by or on behalf of it, together with the non-exclusive right to use any existing roadway and, or to construct, protect, inspect, repair, alter, reconstruct, restore, improve, maintain and use a road, including ditches, culverts, drains and such other appurtenant facilities for the unobstructed passage of persons, vehicles, equipment and/or machinery (the "Temporary Access Easement"). The term of the Temporary Access Easement shall be for a period to extend twenty-four (24) months from the date of construction commencement on Grantor's property. However, if Grantee has completed its use of the Temporary Access Easement prior to the twenty-four (24) month period, then the Temporary Access Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Access Easement while same is in effect.

It is further agreed as follows:

1. The right to use the Easements shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of the Pipeline within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipeline, and the transportation of oil, oil products, liquefied minerals (including without limitation, condensate, whether obtained from oil or gas wells), crude petroleum, natural gas, gas liquids or other mineral solutions, whether obtained from oil or gas wells, together with above- and below-ground appurtenances as may be necessary or desirable for the operation of the Pipeline, over, across, under and upon the Permanent Easement.

2. Grantee shall bury the Pipeline to a minimum depth of forty-eight inches (48") below the surface of the ground and any then existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipeline may be buried at a lesser depth.

3. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee in the exercise of any rights granted hereby so as to maintain the roads in as good or better condition as existed prior to use by Grantee.

4. Grantee shall have the right to select the exact location of the Pipeline within the Permanent Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipeline and appurtenant facilities related to this pipeline

project. Grantor grants unto Grantee the right to amend this Agreement by substituting Exhibits "A" and "B" with a new Exhibits "A" and "B" depicting the as-built location of the Pipeline. The Grantor agrees to fully cooperate and execute any additional documents necessary to facilitate this process. If the Grantee requires additional work space and/or easement or the final survey of the Easements increases the size of the Easements, then an additional payment shall be made to the Grantor on a pro rata basis. If the final survey does not increase the size of the Easements or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.

5. The consideration paid by Grantee in this Agreement includes the market value of the Easements, both permanent and temporary, any and all damages to the Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the initial construction of the Pipeline and related facilities. The initial consideration does not cover any damages, which may accrue to Grantor's other lands, including the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Pipeline or any other damages incurred from time to time as hereinafter more specifically set forth. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue.

6. Grantee shall have the right to remove any fence that now crosses or may cross the Easements during initial construction of the Pipeline or thereafter. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and at Grantee's sole option replaced with (i) fencing of the same or better grade and condition as existed before Grantee cut and gapped same, or (ii) a permanent gate, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the property. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Permanent Easement or the Temporary Construction Easement (while in effect) if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well on the Easements but a well can be directionally drilled under the Easements subject to the terms of Paragraph 9; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easements without the prior written permission of Grantee, which will not be unreasonably withheld. Grantor, Grantor's heirs, successors and assigns shall have the right, after prior written notice to Grantee and review and approval by Grantee (which will not be unreasonably withheld) thereof, to construct, reconstruct or maintain streets, sidewalks, roads or drives, road ditches, drainage ditches, and utilities, at any angle of not less than forty-five (45) degrees to Grantee's Pipeline over and across the Permanent Easement, provided that all of Grantee's required and applicable spacings and crossing guidelines, including, without limitation, depth separation limits and other protective requirements are met by Grantor. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole risk and expense of Grantor. Grantor shall promptly reimburse Grantee for any expenses or costs related thereto. Grantor further agrees that it will not hereafter interfere in any manner with the purposes for which the Easements are conveyed, and that Grantee shall have the right to remove any improvement, facility or structure that interferes with the purposes for which this Agreement is granted and which is installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, without liability to Grantor for damages.

8. Grantee has the right from time to time without paying any damages to Grantor to mow the Permanent Easement and to trim or cut down or eliminate from the Permanent Easement and Temporary Construction Easement (while in effect) trees or shrubbery, in the sole judgment of Grantee, its successors and assigns, as may be necessary to install the Pipeline and thereafter on the Permanent Easement to prevent possible interference with the operation and maintenance of the Pipeline and to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation and maintenance of the Pipeline and appurtenant facilities. All trees and brush removed during construction and other debris generated during construction shall be burned and/or chipped and spread on the Easements or removed to an authorized disposal site. The method of disposal shall be selected by Grantee.

9. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, provided the drill bit enters the Easements at a subsurface depth of twenty feet (20') or deeper and so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Grantee agrees to comply in all respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of Grantee's Pipeline, associated equipment and appurtenances thereto.

11. Grantee will, insofar as reasonably practicable, level, re-grade, and reseed the ground disturbed by Grantee's use of the Easements and will maintain the Easements clean of all litter and trash during periods of construction, operation, maintenance, repair or removal. All construction debris shall be cleaned up and removed from Grantor's lands upon completion of installation and construction of the Pipeline, associated equipment and appurtenances thereto.

12. Grantee shall use the Easements solely for the purposes specified in this Agreement. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms, expect those carried by appropriately licensed security personnel, or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

13. Pipeline markers and cathodic protection units, cathodic test leads, and other cathodic protection appurtenances, including but not limited to alternating current mitigation equipment, rectifiers, electric lines, electrical facilities, electric meters, junction boxes, anodes, wires, poles, ground beds, fencing, or any other appurtenances necessary for cathodic protection or corrosion control, if necessary for the operation of the Pipeline, as determined by Grantee in its sole discretion, may be, when possible, placed by Grantee at the junction of the Permanent Easement and fence lines, property lines, pipeline crossings, river or creek crossings, road crossings and at any other location required by applicable law, regulation or rule on Grantor's property, otherwise Grantee can install same where it deems necessary to maintain the Pipeline.

14. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

15. Grantee shall have the right to assign this grant in whole or in part, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment, and Grantee shall be relieved of obligations with respect to the assigned interest which accrue after the date of assignment.

16. This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

17. Grantor hereby identifies the following as people or entities having a lease, sublease, or other possessory interest in Grantor's property:

_____

_____

_____

_____

(if this paragraph is left blank, then Grantor represents there are no such persons or entities).

18. GRANTOR HAS NOT RELIED UPON AND HEREBY EXPRESSLY DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS, INFORMATION OR MATERIALS PROVIDED, SUPPLIED OR FURNISHED BY GRANTEE OR OTHERWISE MADE AVAILABLE BY GRANTEE IN THE PUBLIC DOMAIN OR OTHERWISE (OTHER THAN THOSE MADE IN THIS AGREEMENT).

19. It is agreed that this Agreement shall not be filed in any public records. In lieu of filing this Agreement for record, Grantor and Grantee agree that a memorandum of this Agreement making appropriate reference hereto shall be filed for record in the county wherein the property is located. In the event of any conflict between recitations contained in such memorandum and those contained herein, the provisions of this Agreement shall control.

20. If, at any time after five (5) years from the date hereof, Grantee should abandon all of the rights and permitted uses herein granted for a period of twenty-four (24) consecutive months or longer, then this Agreement shall terminate and the lands covered by this Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same, provided, however, that any period of time that Grantee is unable to exercise its rights granted hereunder because of Force Majeure shall not be considered part of the period of abandonment. Force Majeure shall be any event beyond the reasonable control of Grantee. Grantee shall have the right for two (2) years following a final determination of the termination of this Agreement to remove its pipe, valves and all other property or to abandon same in place. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor in its "AS-IS" "WHERE-IS" condition. Grantee shall ensure that the pipeline is abandoned in an environmentally safe manner in accordance with applicable laws, rules and regulations.

21. GRANTEE SHALL DEFEND WITH COUNSEL OF GRANTEE'S CHOICE, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS AND RELATED OR AFFILIATED ENTITIES (THE "INDEMNIFIED PARTIES"), FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES), EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES ASSERTED BY PERSONS OR ENTITIES UNAFFILIATED WITH THE INDEMNIFIED PARTIES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS TO THE EXTENT CAUSED BY GRANTEE'S NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR STRICT LIABILITY.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

EXECUTED and effective as of the _____ day of _____, 2019.

GRANTOR:

JEFFERSON COUNTY
a political subdivision of the State of Texas

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this day personally appeared _____, as _____, of **JEFFERSON COUNTY,** a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____, 2019.

(SEAL)

_____
Notary Public in and for the State of _____

_____
(Print Name of Notary Public Here)

My Commission Expires: _____

EXECUTED and effective as of the _____ day of _____, 2019.

GRANTEE:

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC,
a Texas limited liability company

By: _____

Printed Name: Timothy J. Dyk

Title: Agent and Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 10th day of June 2019, by Timothy J. Dyk, Agent and Attorney-in-Fact of **Enterprise TE Products Pipeline Company LLC**, a Texas limited liability company, on behalf of such limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of June 2019.

BETH E. GANZ
Notary Public, State of Texas
Comm. Expires 10-04-2021
Notary ID 129574263

Beth Ganz
Notary Public in and for the State of Texas

Beth Ganz
(Print Name of Notary Public

EXHIBIT A

BPA-TX-JF-0025.00000

BEAUMONT TO PORT ARTHUR
FIELD NOTES DESCRIPTION
FOR THE PROPOSED 30 FOOT PIPELINE EASEMENT TO BE ACQUIRED
BY ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
ACROSS THE PROPERTY BELONGING TO JEFFERSON COUNTY
LOCATED IN T. & N.O. R.R. CO. SURVEY, A-239, JEFFERSON COUNTY, TEXAS

Description of the proposed 30 foot pipeline easement across the property belonging to Jefferson County, a called 138.568 acres, more or less, being the property conveyed under Entry No. 2001008588 of the Official Public Records of Jefferson County, Texas, located in T. & N.O. R.R. CO. Survey, A-239, Jefferson County, Texas, and described as follows:

Commencing at a found 5/8" iron rod with cap on the most Southwest corner of the property belonging to Jefferson County, thence North 13 degrees 30 minutes 32 seconds West, for a distance of 711.77 feet to the **POINT OF BEGINNING**, and having coordinates of X=1,317,692.69 and Y=10,863,588.72, thence along the centerline of the said proposed pipeline easement described as follows:

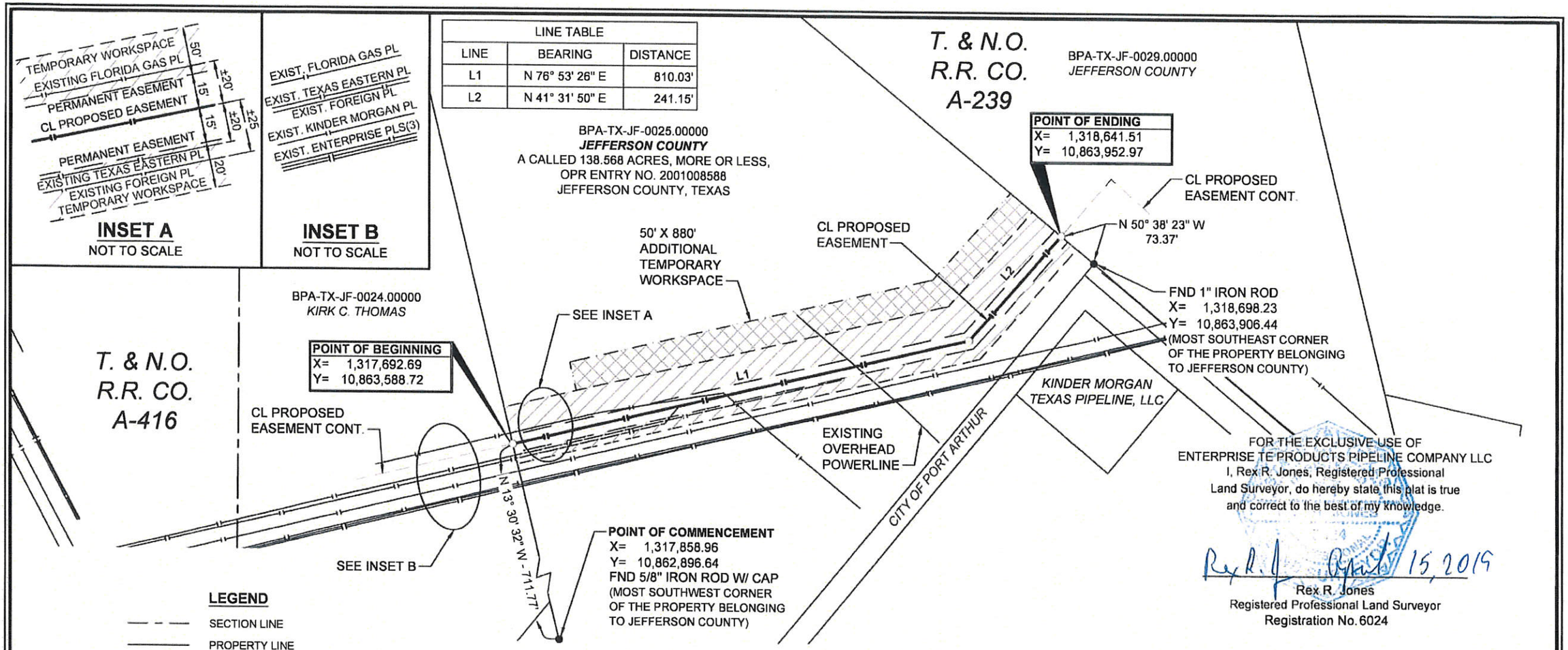
Thence North 76 degrees 53 minutes 26 seconds East, for a distance of 810.03 feet to a point; Thence North 41 degrees 31 minutes 50 seconds East, for a distance of 241.15 feet to the **POINT OF ENDING**, having coordinates of X=1,318,641.51 and Y=10,863,952.97, which bears North 50 degrees 38 minutes 23 seconds West, a distance of 73.37 feet from a found 1" iron rod on the most Southeast corner of the property belonging to said Jefferson County, and with a total length of **1,051.18 feet** and containing **63.71 rods** and affecting **0.72 acres**.

Additionally, a temporary workspace shall be taken along the Left Side (being 50 feet in width) of the proposed permanent easement and along the Right Side (being 20 feet in width) of the proposed permanent easement. These temporary workspaces will be utilized by the pipeline construction company and shall be extinguished at the completion of the pipeline construction.

All bearings, distances and coordinates are based on the Universal Transverse Mercator NAD 83 (2011)-Zone 15 North Datum Coordinate System. The above described centerline of proposed 30 foot wide permanent pipeline easement is delineated on a plat prepared by C. H. Fenstermaker And Associates, L.L.C. dated April 15, 2019.

Rex R. Jones, PLS
Texas PLS Registration #6024
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Square
Lafayette, LA 70508
337-237-2200

Larry Rose
Chief Inspector



FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
I, Rex R. Jones, Registered Professional
Land Surveyor, do hereby state this plat is true
and correct to the best of my knowledge.

Rex R. Jones 15, 2019

Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. AS SUCH, THIS SURVEY DOES NOT, NOR WAS IT INTENDED, TO COMPLY WITH THE TBPLS MINIMUM STANDARDS OF PRACTICE FOR A LAND BOUNDARY SURVEY. ONLY LIMITED MEASUREMENTS WERE MADE AND LEASE LINES WERE ESTABLISHED AND COMPILED FROM THOSE MEASUREMENTS AND RECORDS.

2. ALL BEARINGS, DISTANCES, AREAS AND COORDINATES REFER TO THE COORDINATE SYSTEM OF UNIVERSAL TRANSVERSE MERCATOR NAD 83 (2011) - ZONE 15 NORTH.

3. PARCEL LINES AS DEPICTED HEREON WERE BASED UPON LIMITED FIELD SURVEY & DESCRIPTIONS PROVIDED BY ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC OR ITS AGENTS.

4. PARCEL LIMITS REPRESENTED HEREON MAY NOT BE INCLUSIVE OF ALL PROPERTY OWNED BY LANDOWNER NOTED.

5. SECTION LINES AND TOWNSHIP LINES SHOWN HEREON ARE TAKEN FROM DIGITIZED SOURCES AND MAY NOT REFLECT ACTUAL GROUND LOCATIONS.

EXHIBIT B
ROUTE SURVEY

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
BEAUMONT TO PORT ARTHUR
PROPOSED 30 FOOT PIPELINE EASEMENT
ACROSS THE PROPERTY BELONGING TO JEFFERSON COUNTY
CONTAINING 1,051.18 FEET (63.71 RODS)
T. & N.O. R.R. CO. SURVEY, A-239, JEFFERSON COUNTY, TEXAS

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 2	DATE: 04/15/2019	REVISED BY: TPD
DATE: 01/23/2019	No. 1	DATE: 03/11/2019	REVISED BY: MMM
FILENAME: T:\2018\2188311\DWG\ROW_FILES\BPA\JEFFERSON\BPA-TX-JF-0025.00000.dwg			

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph 337-237-2200 Fax 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

Enterprise TE Products Pipeline Company LLC

Project: BMT to PA
Tract #: TX-JF-0029.00000
Jefferson County, Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RECORDING MEMORANDUM

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF JEFFERSON §

That the undersigned, **JEFFERSON COUNTY, a political subdivision of the State of Texas**, hereinafter referred to as "Grantor" (whether one or more), whose address is 1149 Pearl Street, Beaumont, Texas 77701-3638, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has entered into a Permanent Easement Agreement, herein referred to as the "Easement," with Enterprise TE Products Pipeline Company LLC, whose mailing address is P. O. Box 4324, Houston, Texas, 77210-4324 (hereinafter called "Grantee"), its successors and assigns, granting and conveying to Grantee those certain permanent and temporary easements, which are more particularly described and depicted in the attached Exhibits "A" and "B" attached hereto and incorporated herein for all intents and purposes on, in, over, through, across, under and along land owned by the Grantor as described and depicted on the exhibit or exhibits hereto.

All prospective assignees, mortgagees or other parties claiming some interest or acquiring some interest by, through, or under any of the above mentioned parties are put on notice of the priority of the Easement and the terms and provisions thereof and can contact the parties to determine the terms and provisions thereof.

The Easement contains other provisions that limit and restrict the rights of the parties in relation to their specific interests in and to the property covered by the Easement.

Project: BMT to PA
Tract #: TX-JF-0029.00000
Jefferson County, Texas

EXECUTED ON THE 17th DAY OF June, 2019.

GRANTOR:

JEFFERSON COUNTY
a political subdivision of the State of Texas

By: _____

Printed Name: Jeff Branick

Title: County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned authority, on this day personally appeared Jeff R. Branick, as County Judge, of **JEFFERSON COUNTY,** a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 17th day of June, 2019.

(SEAL)

LOMA C GEORGE
Notary Public, State of Texas
Comm. Expires 02-07-2023
Notary ID# 419409-9

Loma George
Notary Public in and for the State of Texas

Loma George
(Print Name of Notary Public Here)

My Commission Expires: 02-07-2023

Project: BMT to PA
Tract #: TX-JF-0029.00000
Jefferson County, Texas

EXECUTED ON THE _____ DAY OF _____, 2019.

GRANTEE:

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC,
a Texas limited liability company

By: _____

Printed Name: Timothy J. Dyk

Title: Agent and Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 6th day of June 2019, by Timothy J. Dyk, Agent and Attorney-in-Fact of Enterprise TE Products Pipeline Company LLC, a Texas limited liability company, on behalf of such limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of June 2019.

BETH E. GANZ
Notary Public, State of Texas
Comm. Expires 10-04-2021
Notary ID 129574263

Beth Ganz
Notary Public in and for the State of Texas

Beth Ganz
(Print Name of Notary Public Here)

PLEASE RETURN RECORDED ORIGINAL TO:
Enterprise TE Products Pipeline Company LLC
143 Ridgeway Drive, Suite 118
Lafayette, LA 70503

EXHIBIT A

BPA-TX-JF-0029.00000

BEAUMONT TO PORT ARTHUR
FIELD NOTES DESCRIPTION
FOR THE PROPOSED 30 FOOT PIPELINE EASEMENT TO BE ACQUIRED
BY ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
ACROSS THE PROPERTY BELONGING TO JEFFERSON COUNTY
LOCATED IN T. & N.O. R.R. CO. SURVEY, A-239, JEFFERSON COUNTY, TEXAS

Description of the proposed 30 foot pipeline easement across the property belonging to Jefferson County, a called 32.202 acres, more or less, being the property conveyed under Entry No. 2001015448 of the Official Public Records of Jefferson County, Texas located in T. & N.O. R.R. CO. Survey, A-239, Jefferson County, Texas, and described as follows:

Commencing at a found 1" iron rod on a Southeasterly corner of the property belonging to Jefferson County, thence North 49 degrees 45 minutes 20 seconds West, for a distance of 72.78 feet to the **POINT OF BEGINNING**, and having coordinates of X=1,318,641.51 and Y=10,863,952.97, thence along the centerline of the said proposed pipeline easement described as follows:

Thence North 41 degrees 31 minutes 50 seconds East, for a distance of 131.35 feet to a point; Thence South 48 degrees 28 minutes 10 seconds East, for a distance of 593.31 feet to a point; Thence South 48 degrees 45 minutes 04 seconds East, for a distance of 62.34 feet to the **POINT OF ENDING**, having coordinates of X=1,319,219.61 and Y=10,863,616.82, which bears South 15 degrees 11 minutes 27 seconds East, a distance of 70.07 feet from a found 1/2" iron rod on the most Northwest corner of the property belonging to The Jimmie E. and Mary Eilene Williamson Family Trust, and with a total length of **787.00 feet** and containing **47.70 rods** and affecting **0.54 acres**.

Additionally, a temporary workspace shall be taken along the Left Side (being 50 feet in width) of the proposed permanent easement and along the Right Side (being 20 feet in width) of the proposed permanent easement. These temporary workspaces will be utilized by the pipeline construction company and shall be extinguished at the completion of the pipeline construction.

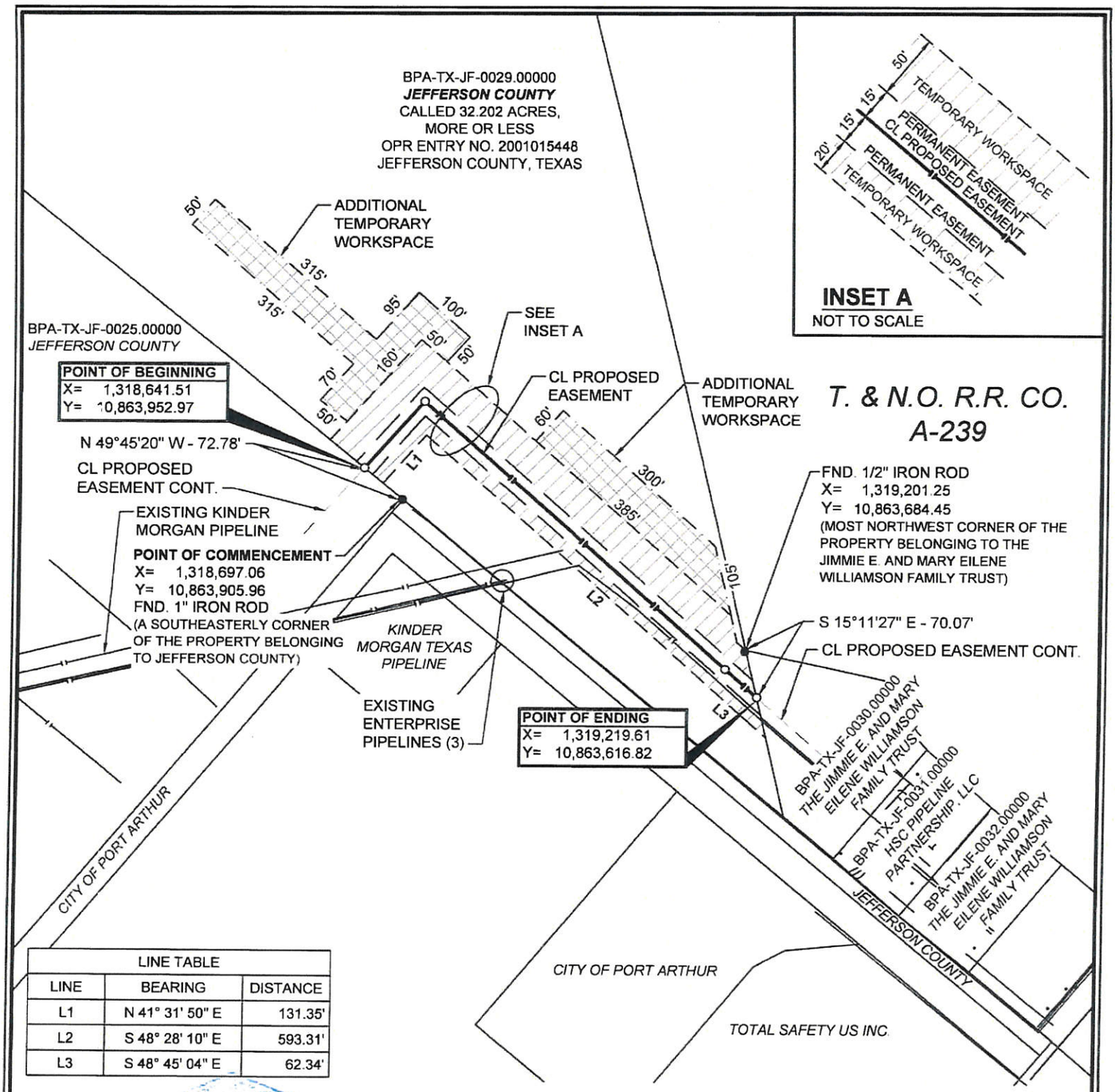
All bearings, distances and coordinates are based on the Universal Transverse Mercator NAD 83 (2011)-Zone 15 North Datum Coordinate System. The above described centerline of proposed 30 foot wide permanent pipeline easement is delineated on a plat prepared by C. H. Fenstermaker And Associates, L.L.C. dated March 11, 2019.

REX R. JONES
6024
REGISTERED
PROFESSIONAL
LAND SURVEYOR

March 11, 2019

Rex R. Jones, PLS
Texas PLS Registration #6024
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Square
Lafayette, LA 70508
337-237-2200

Larry Rose
Chief Inspector



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 41° 31' 50" E	131.35'
L2	S 48° 28' 10" E	593.31'
L3	S 48° 45' 04" E	62.34'

FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
I, Rex R. Jones, Registered Professional Land Surveyor, do hereby state this plat is true and correct to the best of my knowledge.

Rex R. Jones March 11, 2019

Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY. AS SUCH, THIS SURVEY DOES NOT, NOR WAS INTENDED, TO COMPLY WITH THE TBPLS MINIMUM STANDARDS OF PRACTICE FOR A LAND BOUNDARY SURVEY. ONLY LIMITED MEASUREMENTS WERE MADE AND LEASE LINES WERE ESTABLISHED AND COMPILED FROM THOSE MEASUREMENTS AND RECORDS.

2. ALL BEARINGS, DISTANCES, AREAS AND COORDINATES REFER TO THE COORDINATE SYSTEM OF UNIVERSAL TRANSVERSE MERCATOR NAD 83 (2011) - ZONE 15 NORTH.

3. PARCEL LINES AS DEPICTED HEREON WERE BASED UPON LIMITED FIELD SURVEY & DESCRIPTIONS PROVIDED BY ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC OR ITS AGENTS.

4. PARCEL LIMITS REPRESENTED HEREON MAY NOT BE INCLUSIVE OF ALL PROPERTY OWNED BY LANDOWNER NOTED.

5. SECTION LINES AND TOWNSHIP LINES SHOWN HEREON ARE TAKEN FROM DIGITIZED SOURCES AND MAY NOT REFLECT ACTUAL GROUND LOCATIONS.

LEGEND

- SECTION LINE
- PROPERTY LINE
- CL PROPOSED EASEMENT = 787.00 FEET (47.70 RODS)
- PERMANENT EASEMENT = 0.54 ACRES
- TEMPORARY WORKSPACE = 0.92 ACRES
- ADD. TEMP. WORKSPACE = 1.13 ACRES
- TOTAL = 2.59 ACRES

NAD 83 (2011) UTM ZONE 15 NORTH

Scale: 1" = 200'
200' 0 100' 200'

EXHIBIT B
ROUTE SURVEY

ENTERPRISE TE PRODUCTS PIPELINE COMPANY
BEAUMONT TO PORT ARTHUR
PROPOSED 30 FOOT PIPELINE EASEMENT
ACROSS THE PROPERTY BELONGING TO JEFFERSON COUNTY
CONTAINING 787.00 FEET (47.70 RODS)
T. & N.O. R.R. CO. SURVEY, A-239, JEFFERSON COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 2	DATE: 03/11/2019	REVISED BY: MDC
DATE: 01/23/2019	No. 1	DATE: 02/08/2019	REVISED BY: JTL
FILENAME: T:\2018\2188311\DWG\ROW_FILES\BPA\JEFFERSON\BPA-TX-JF-0029.00000.dwg			

Project: BMT to PA
Tract #: TX-JF-0029.00000
Jefferson County, Texas

DO NOT RECORD THIS EASEMENT.
ONLY A MEMORANDUM OF THIS EASEMENT IS TO BE FILED.

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (the "Agreement") is by and between **JEFFERSON COUNTY, a political subdivision of the State of Texas**, whose address is 1149 Pearl Street, Beaumont, Texas 77701-3638, (hereinafter referred to as "Grantor", whether one or more), and **Enterprise TE Products Pipeline Company LLC** a Texas limited liability company, with offices at 1100 Louisiana, Suite 1000, Houston, Texas 77002 and mailing address for all correspondence to P.O. Box 4324, Attn: Land Dept., Houston, Texas 77210-4324, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a non-exclusive thirty foot (30') wide free and unobstructed permanent easement in order to, among other rights described below, construct, operate and maintain one (1) pipeline (the "Pipeline"), and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor, as more particularly described in Exhibits "A" and "B" attached hereto ("the Permanent Easement").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee temporary workspace (and additional temporary workspace, if any), as more particularly described in Exhibits "A" and "B" attached hereto, in order to construct the Pipeline and any appurtenant facilities in, over, through, across, under, and along the property and to restore the property as required under this Agreement (the "Temporary Construction Easement") (the "Permanent Easement" and "Temporary Construction Easement" collectively the "Easements"). The term of the Temporary Construction Easement shall be for a period to extend twenty-four (24) months from the date of construction commencement on Grantor's property. However, if Grantee has completed its use of the Temporary Construction Easement prior to the twenty-four (24) month period, then the Temporary Construction Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easement while same is in effect.

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a temporary access easement on, over, through, across and along the lands more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof, for ingress and egress by Grantee and its employees, designees, contractors, successors and assigns, and all those acting by or on behalf of it, together with the non-exclusive right to use any existing roadway and, or to construct, protect, inspect, repair, alter, reconstruct, restore, improve, maintain and use a road, including ditches, culverts, drains and such other appurtenant facilities for the unobstructed passage of persons, vehicles, equipment and/or machinery (the "Temporary Access Easement"). The term of the Temporary Access Easement shall be for a period to extend twenty-four (24) months from the date of construction commencement on Grantor's property. However, if Grantee has completed its use of the Temporary Access Easement prior to the twenty-four (24) month period, then the Temporary Access Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Access Easement while same is in effect.

It is further agreed as follows:

1. The right to use the Easements shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of the Pipeline within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipeline, and the transportation of oil, oil products, liquefied minerals (including without limitation, condensate, whether obtained from oil or gas wells), crude petroleum, natural gas, gas liquids or other mineral solutions, whether obtained from oil or gas wells, together with above- and below-ground appurtenances as may be necessary or desirable for the operation of the Pipeline, over, across, under and upon the Permanent Easement.

2. Grantee shall bury the Pipeline to a minimum depth of forty-eight inches (48") below the surface of the ground and any then existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipeline may be buried at a lesser depth.

3. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee in the exercise of any rights granted hereby so as to maintain the roads in as good or better condition as existed prior to use by Grantee.

4. Grantee shall have the right to select the exact location of the Pipeline within the Permanent Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipeline and appurtenant facilities related to this pipeline

project. Grantor grants unto Grantee the right to amend this Agreement by substituting Exhibits "A" and "B" with a new Exhibits "A" and "B" depicting the as-built location of the Pipeline. The Grantor agrees to fully cooperate and execute any additional documents necessary to facilitate this process. If the Grantee requires additional work space and/or easement or the final survey of the Easements increases the size of the Easements, then an additional payment shall be made to the Grantor on a pro rata basis. If the final survey does not increase the size of the Easements or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.

5. The consideration paid by Grantee in this Agreement includes the market value of the Easements, both permanent and temporary, any and all damages to the Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the initial construction of the Pipeline and related facilities. The initial consideration does not cover any damages, which may accrue to Grantor's other lands, including the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Pipeline or any other damages incurred from time to time as hereinafter more specifically set forth. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue.

6. Grantee shall have the right to remove any fence that now crosses or may cross the Easements during initial construction of the Pipeline or thereafter. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and at Grantee's sole option replaced with (i) fencing of the same or better grade and condition as existed before Grantee cut and gapped same, or (ii) a permanent gate, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the property. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Permanent Easement or the Temporary Construction Easement (while in effect) if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well on the Easements but a well can be directionally drilled under the Easements subject to the terms of Paragraph 9; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easements without the prior written permission of Grantee, which will not be unreasonably withheld. Grantor, Grantor's heirs, successors and assigns shall have the right, after prior written notice to Grantee and review and approval by Grantee (which will not be unreasonably withheld) thereof, to construct, reconstruct or maintain streets, sidewalks, roads or drives, road ditches, drainage ditches, and utilities, at any angle of not less than forty-five (45) degrees to Grantee's Pipeline over and across the Permanent Easement, provided that all of Grantee's required and applicable spacings and crossing guidelines, including, without limitation, depth separation limits and other protective requirements are met by Grantor. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole risk and expense of Grantor. Grantor shall promptly reimburse Grantee for any expenses or costs related thereto. Grantor further agrees that it will not hereafter interfere in any manner with the purposes for which the Easements are conveyed, and that Grantee shall have the right to remove any improvement, facility or structure that interferes with the purposes for which this Agreement is granted and which is installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, without liability to Grantor for damages.

8. Grantee has the right from time to time without paying any damages to Grantor to mow the Permanent Easement and to trim or cut down or eliminate from the Permanent Easement and Temporary Construction Easement (while in effect) trees or shrubbery, in the sole judgment of Grantee, its successors and assigns, as may be necessary to install the Pipeline and thereafter on the Permanent Easement to prevent possible interference with the operation and maintenance of the Pipeline and to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation and maintenance of the Pipeline and appurtenant facilities. All trees and brush removed during construction and other debris generated during construction shall be burned and/or chipped and spread on the Easements or removed to an authorized disposal site. The method of disposal shall be selected by Grantee.

9. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, provided the drill bit enters the Easements at a subsurface depth of twenty feet (20') or deeper and so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Grantee agrees to comply in all respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of Grantee's Pipeline, associated equipment and appurtenances thereto.

11. Grantee will, insofar as reasonably practicable, level, re-grade, and reseed the ground disturbed by Grantee's use of the Easements and will maintain the Easements clean of all litter and trash during periods of construction, operation, maintenance, repair or removal. All construction debris shall be cleaned up and removed from Grantor's lands upon completion of installation and construction of the Pipeline, associated equipment and appurtenances thereto.

12. Grantee shall use the Easements solely for the purposes specified in this Agreement. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms, expect those carried by appropriately licensed security personnel, or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

13. Pipeline markers and cathodic protection units, cathodic test leads, and other cathodic protection appurtenances, including but not limited to alternating current mitigation equipment, rectifiers, electric lines, electrical facilities, electric meters, junction boxes, anodes, wires, poles, ground beds, fencing, or any other appurtenances necessary for cathodic protection or corrosion control, if necessary for the operation of the Pipeline, as determined by Grantee in its sole discretion, may be, when possible, placed by Grantee at the junction of the Permanent Easement and fence lines, property lines, pipeline crossings, river or creek crossings, road crossings and at any other location required by applicable law, regulation or rule on Grantor's property, otherwise Grantee can install same where it deems necessary to maintain the Pipeline.

14. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

15. Grantee shall have the right to assign this grant in whole or in part, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment, and Grantee shall be relieved of obligations with respect to the assigned interest which accrue after the date of assignment.

16. This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

17. Grantor hereby identifies the following as people or entities having a lease, sublease, or other possessory interest in Grantor's property:

_____
_____
_____
_____

(if this paragraph is left blank, then Grantor represents there are no such persons or entities).

18. GRANTOR HAS NOT RELIED UPON AND HEREBY EXPRESSLY DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS, INFORMATION OR MATERIALS PROVIDED, SUPPLIED OR FURNISHED BY GRANTEE OR OTHERWISE MADE AVAILABLE BY GRANTEE IN THE PUBLIC DOMAIN OR OTHERWISE (OTHER THAN THOSE MADE IN THIS AGREEMENT).

19. It is agreed that this Agreement shall not be filed in any public records. In lieu of filing this Agreement for record, Grantor and Grantee agree that a memorandum of this Agreement making appropriate reference hereto shall be filed for record in the county wherein the property is located. In the event of any conflict between recitations contained in such memorandum and those contained herein, the provisions of this Agreement shall control.

20. If, at any time after five (5) years from the date hereof, Grantee should abandon all of the rights and permitted uses herein granted for a period of twenty-four (24) consecutive months or longer, then this Agreement shall terminate and the lands covered by this Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same, provided, however, that any period of time that Grantee is unable to exercise its rights granted hereunder because of Force Majeure shall not be considered part of the period of abandonment. Force Majeure shall be any event beyond the reasonable control of Grantee. Grantee shall have the right for two (2) years following a final determination of the termination of this Agreement to remove its pipe, valves and all other property or to abandon same in place. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor in its "AS-IS" "WHERE-IS" condition. Grantee shall ensure that the pipeline is abandoned in an environmentally safe manner in accordance with applicable laws, rules and regulations.

21. GRANTEE SHALL DEFEND WITH COUNSEL OF GRANTEE'S CHOICE, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS AND RELATED OR AFFILIATED ENTITIES (THE "INDEMNIFIED PARTIES"), FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES), EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES ASSERTED BY PERSONS OR ENTITIES UNAFFILIATED WITH THE INDEMNIFIED PARTIES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS TO THE EXTENT CAUSED BY GRANTEE'S NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR STRICT LIABILITY.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

EXECUTED and effective as of the _____ day of _____, 2019.

GRANTOR:

JEFFERSON COUNTY
a political subdivision of the State of Texas

By: _____

Printed Name: Jeff Branick

Title: County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this day personally appeared _____, as _____, of **JEFFERSON COUNTY,** a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____, 2019.

_____
Notary Public in and for the State of _____

(SEAL)

_____
(Print Name of Notary Public Here)

My Commission Expires: _____

EXECUTED and effective as of the _____ day of _____, 2019.

GRANTEE:

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC,
a Texas limited liability company

By: _____

Printed Name: Timothy J. Dyk

Title: Agent and Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 6th day of June 2019, by Timothy J. Dyk, Agent and Attorney-in-Fact of **Enterprise TE Products Pipeline Company LLC**, a Texas limited liability company, on behalf of such limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of June 2019.

Beth Ganz
Notary Public in and for the State of Texas

Beth Ganz
(Print Name of Notary Public

EXHIBIT A

BPA-TX-JF-0029.00000

BEAUMONT TO PORT ARTHUR
FIELD NOTES DESCRIPTION
FOR THE PROPOSED 30 FOOT PIPELINE EASEMENT TO BE ACQUIRED
BY ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
ACROSS THE PROPERTY BELONGING TO JEFFERSON COUNTY
LOCATED IN T. & N.O. R.R. CO. SURVEY, A-239, JEFFERSON COUNTY, TEXAS

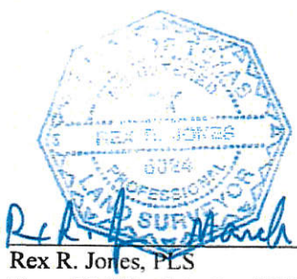
Description of the proposed 30 foot pipeline easement across the property belonging to Jefferson County, a called 32.202 acres, more or less, being the property conveyed under Entry No. 2001015448 of the Official Public Records of Jefferson County, Texas located in T. & N.O. R.R. CO. Survey, A-239, Jefferson County, Texas, and described as follows:

Commencing at a found 1" iron rod on a Southeasterly corner of the property belonging to Jefferson County, thence North 49 degrees 45 minutes 20 seconds West, for a distance of 72.78 feet to the **POINT OF BEGINNING**, and having coordinates of X=1,318,641.51 and Y=10,863,952.97, thence along the centerline of the said proposed pipeline easement described as follows:

Thence North 41 degrees 31 minutes 50 seconds East, for a distance of 131.35 feet to a point; Thence South 48 degrees 28 minutes 10 seconds East, for a distance of 593.31 feet to a point; Thence South 48 degrees 45 minutes 04 seconds East, for a distance of 62.34 feet to the **POINT OF ENDING**, having coordinates of X=1,319,219.61 and Y=10,863,616.82, which bears South 15 degrees 11 minutes 27 seconds East, a distance of 70.07 feet from a found 1/2" iron rod on the most Northwest corner of the property belonging to The Jimmie E. and Mary Eilene Williamson Family Trust, and with a total length of **787.00 feet** and containing **47.70 rods** and affecting **0.54 acres**.

Additionally, a temporary workspace shall be taken along the Left Side (being 50 feet in width) of the proposed permanent easement and along the Right Side (being 20 feet in width) of the proposed permanent easement. These temporary workspaces will be utilized by the pipeline construction company and shall be extinguished at the completion of the pipeline construction.

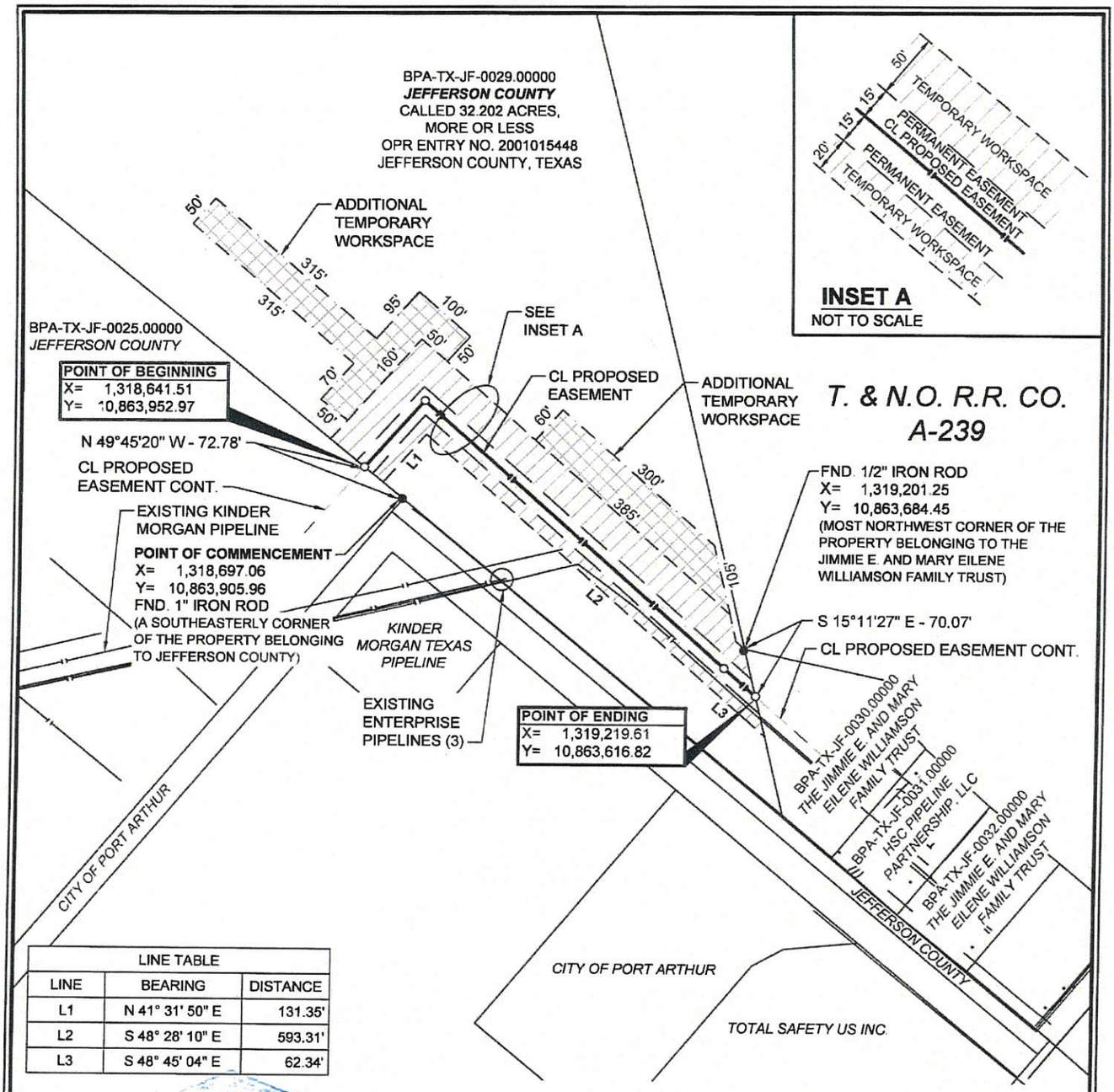
All bearings, distances and coordinates are based on the Universal Transverse Mercator NAD 83 (2011)-Zone 15 North Datum Coordinate System. The above described centerline of proposed 30 foot wide permanent pipeline easement is delineated on a plat prepared by C. H. Fenstermaker And Associates, L.L.C. dated March 11, 2019.



March 11, 2019

Rex R. Jones, PLS
Texas PLS Registration #6024
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Square
Lafayette, LA 70508
337-237-2200

Larry Rose
Chief Inspector



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 41° 31' 50" E	131.35'
L2	S 48° 28' 10" E	593.31'
L3	S 48° 45' 04" E	62.34'

FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
I, Rex R. Jones, Registered Professional Land Surveyor, do hereby state this plat is true and correct to the best of my knowledge.

March 11, 2019

Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. AS SUCH, THIS SURVEY DOES NOT, NOR WAS INTENDED, TO COMPLY WITH THE TBPLS MINIMUM STANDARDS OF PRACTICE FOR A LAND BOUNDARY SURVEY. ONLY LIMITED MEASUREMENTS WERE MADE AND LEASE LINES WERE ESTABLISHED AND COMPILED FROM THOSE MEASUREMENTS AND RECORDS.
2. ALL BEARINGS, DISTANCES, AREAS AND COORDINATES REFER TO THE COORDINATE SYSTEM OF UNIVERSAL TRANSVERSE MERCATOR NAD 83 (2011) - ZONE 15 NORTH.
3. PARCEL LINES AS DEPICTED HEREON WERE BASED UPON LIMITED FIELD SURVEY & DESCRIPTIONS PROVIDED BY ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC OR ITS AGENTS.
4. PARCEL LIMITS REPRESENTED HEREON MAY NOT BE INCLUSIVE OF ALL PROPERTY OWNED BY LANDOWNER NOTED.
5. SECTION LINES AND TOWNSHIP LINES SHOWN HEREON ARE TAKEN FROM DIGITIZED SOURCES AND MAY NOT REFLECT ACTUAL GROUND LOCATIONS.

LEGEND

- SECTION LINE
- PROPERTY LINE
- CL PROPOSED EASEMENT = 787.00 FEET (47.70 RODS)
- PERMANENT EASEMENT = 0.54 ACRES
- TEMPORARY WORKSPACE = 0.92 ACRES
- ADD. TEMP. WORKSPACE = 1.13 ACRES
- TOTAL = 2.59 ACRES

NAD 83 (2011) UTM ZONE 15 NORTH

Scale: 1" = 200'
200' 0 100' 200'

EXHIBIT B
ROUTE SURVEY

ENTERPRISE TE PRODUCTS PIPELINE COMPANY
BEAUMONT TO PORT ARTHUR
PROPOSED 30 FOOT PIPELINE EASEMENT
ACROSS THE PROPERTY BELONGING TO JEFFERSON COUNTY
CONTAINING 787.00 FEET (47.70 RODS)
T. & N.O. R.R. CO. SURVEY, A-239, JEFFERSON COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 2	DATE: 03/11/2019	REVISED BY: MDC
DATE: 01/23/2019	No. 1	DATE: 02/08/2019	REVISED BY: JTL

FILENAME: T:\2018\2188311\DWG\ROW_FILES\BPA\JEFFERSON\BPA-TX-JF-0029.00000.dwg

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Wednesday, June 12, 2019 9:18 AM
To: 'Commissioner Arnold' (eddiearnold@co.jefferson.tx.us)
Cc: 'Commissioner Weaver' (bweaver@co.jefferson.tx.us); 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us); 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); Don Rao (drao@co.jefferson.tx.us); Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); 'Jody Jannise' (jjannise@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); Megan Barrow (mbarrow@jamagroup.com)
Subject: Final Plat of Briar Ridge Ranch Phase 1
Attachments: Final Plat of Briar Ridge Ranch Phase 1_Comm. Court II.pdf

Commissioner Arnold ,

Attached is a PDF of the Final Plat of Briar Ridge Ranch Phase 1 out of the M.E. Peveto Survey Section 34 Abstract No. 653 , Jefferson County, Texas. Located off Thompson Road in Precinct #1. This plat is not within any ETJ and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, June 17th , 2019.

If you have any questions please contact either Don or myself.

Pepe Dominguez

Pepe Dominguez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: peped@co.jefferson.tx.us

STATE OF TEXAS
COUNTY OF JEFFERSON

I, _____ DIRECTOR OF ENGINEERING OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS

DIRECTOR OF ENGINEERING _____

STATE OF TEXAS
COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON

THE _____ DAY OF _____, 2019, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE, OR ANY OTHER IMPROVEMENTS

_____
COMMISSIONER, PRECINCT 1

_____
COMMISSIONER, PRECINCT 2

_____
COMMISSIONER, PRECINCT 3

_____
COMMISSIONER, PRECINCT 4

_____
COUNTY JUDGE

STATE OF TEXAS
COUNTY OF JEFFERSON

I, _____ COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON _____ DAY OF _____, 2019 AT _____ O'CLOCK _.M. AND DULY RECORDED ON THE _____ DAY OF _____ 2019 AT _____O'CLOCK _.M. IN CLERK'S FILE NO. _____ JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS

_____
COUNTY CLERK
JEFFERSON COUNTY, TEXAS

SURVEYOR'S CERTIFICATION

WE, JAMA GROUP, LLC ACTING BY AND THROUGH MICHAEL KETHAN, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE DRAWING SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION, BEING SITUATED IN M.E. PEVETO SURVEY, SECTION 34, A-653 OF JEFFERSON COUNTY, TEXAS.

SURVEYED APRIL 15, 2019

MICHAEL KETHAN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5709

STATE OF TEXAS · REGISTERED · MICHAEL KETHAN · 5709 · PROFESSIONAL · LAND SURVEYOR

SUBSCRIBED AND SWORN TO BEFORE ME BY MICHAEL KETHAN AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 11th DAY OF JUNE, 2019

NOTARY PUBLIC
A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: 8-28-2022

JACQUE BERGERON · Notary Public, State of Texas · Comm. Expires 08-28-2022 · Notary ID 125782633

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT I, JIM WINGATE, PRESIDENT AND SECRETARY OF BRIAR RIDGE RANCH, LLC, OWNER OF A CALLED 341.717 ACRE TRACT, OUT OF THE M.E. PEVETO SURVEY, SECTION 34, ABSTRACT NO. 653, JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID PROPERTY TO BE KNOWN AS BRIAR RIDGE RANCH, PHASE 1 OF THE M.E. PEVETO SURVEY, SECTION 34, ABSTRACT NO. 653, JEFFERSON COUNTY, TEXAS IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETO FORE GRANTED AND DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

THIS IS TO CERTIFY THAT I, JIM WINGATE, PRESIDENT AND SECRETARY OF BRIAR RIDGE RANCH, LLC HAVE COMPLIED WITH OR WILL COMPLY WITH THE EXISTING REGULATIONS HERETOFORE ON FILE WITH THE JEFFERSON COUNTY ENGINEER AND ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY.

WITNESS OUR HAND IN JEFFERSON COUNTY, TEXAS THIS THE 11th DAY OF JUNE, 2019

JIM WINGATE, PRESIDENT AND SECRETARY OF BRIAR RIDGE RANCH, LLC

SUBSCRIBED AND SWORN TO BEFORE ME BY JIM WINGATE AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 11th DAY OF JUNE, 2019

NOTARY PUBLIC
A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: 8-28-2022

JACQUE BERGERON · Notary Public, State of Texas · Comm. Expires 08-28-2022 · Notary ID 125782633

LEGAL DESCRIPTION

Being a 9.661 acre tract of land as situated in the M.E. Peveto Survey, Section 34, Abstract No. 653 of Jefferson County, Texas, and being out of and a part of a called 341.717 acre tract as conveyed to Briar Ridge Ranch, LLC by a Warranty Deed With Vendor's Lien dated February 8, 2019 and filed for record under Clerk's file no. 2019004860 of the Jefferson County Official Public Records. Said 9.661 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found (with cap stamped "JAMA GROUP") at the intersection of the south right-of-way of Moore Road with the west line of a called 10.7 acre tract (originally as "Tract 1" as conveyed to Beaumont Irrigating Company by a Deed dated December 14, 1904 and filed for record under Volume 83, Page 90, of said Jefferson County Deed Records for the northeast corner of the herein described tract and the northeast corner of said Briar Ridge Ranch, LLC called 341.717 acre tract;

THENCE, South 15°39'01" West, a distance of 1834.32 feet, along the west line of said Beaumont Irrigating Company called 10.7 acre tract and the east line of said Briar Ridge Ranch, LLC called 341.717 acre tract, to a 5/8-inch iron set (with cap stamped "JAMA GROUP") for the southeast corner of the herein described tract;

THENCE, North 02°37'19" West, over and across said Briar Ridge Ranch, LLC called 341.717 acre tract, at a distance of 302.91 feet passing a 5/8-inch iron rod found (with cap stamped "KONIG/CP") for an angle corner of same and the southwest corner of a called 0.2225 acre tract as conveyed to Victor Schroeder and Deborah Schroeder by a Warranty Deed dated February 10, 2000 and filed for record under Clerk's File No. 2000017777 of said Jefferson County Official Public Records, and continuing along the east line of same, IN ALL a total distance of 853.02 feet, to a 5/8-inch iron rod found for the northwest corner of same, an angle corner of the herein described tract, and the southwest corner of the residue of a called 74.897 acre tract as conveyed to Victor K. Schroeder, Jr. and Deborah Schroeder by a Warranty Deed dated June 29, 1999 and filed for record under Clerk's File No. 1999052398 of said Jefferson County Official Public Records, same being located on the south line of the C.E. Anderson Survey, Abstract No. 816 and a north line of said M.E. Peveto Survey, Section 34, Abstract No. 653;

THENCE, North 87°38'41" East, a distance of 29.66 feet, along the south line of said C.E. Anderson Survey, Abstract No. 816 and the north line of said M.E. Peveto Survey, Section 34, Abstract No. 653, to a 5/8-inch iron rod found for the southeast corner of said C.E. Anderson Survey, Abstract No. 816, and an angle corner of said M.E. Peveto Survey, Section 34, Abstract No. 653, and an angle corner of said Briar Ridge Ranch, LLC called 341.717 acre tract;

THENCE, North 02°39'04" West, a distance of 57.30 feet, along the east line of said C.E. Anderson Survey, Abstract No. 816, the upper west line of said M.E. Peveto Survey, Section 34, Abstract No. 653, and the upper west line of said Briar Ridge Ranch, LLC called 341.717 acre tract, to a 5/8-inch iron rod found (with cap stamped "JAMA GROUP") for an angle corner of the herein described tract and the southwest corner of a called 0.2224 acre tract as conveyed to Victor K. Schroeder, Jr. and Debbie Schroeder by a Warranty Deed with Vendor's Lien dated November 19, 1981 and filed for record under Volume 1354, Page 172 of the Jefferson County Deed Records;

THENCE, North 80°31'17" East, a distance of 11.28 feet, along the south line of said Victor K. Schroeder, Jr. and Debbie Schroeder called 20.224 acre tract, to a 5/8-inch iron rod found (with cap stamped "JAMA GROUP") in the southwest right-of-way of Thompson Road for an angle corner of the herein described tract, from which a 5/8-inch iron rod found for the southeast corner of said K. Schroeder, Jr. and Debbie Schroeder called 20.224 acre tract bears North 80°31'17" East a distance of 1215.17 feet;

THENCE, along the southwest right-of-way of said Thompson Road the following three (3) courses and distances:

1. South 42°44'18" East, a distance of 34.16 feet, to a 5/8-inch iron rod found (with cap stamped "JAMA GROUP") for an angle corner of the herein described tract;
2. South 73°29'44" East, a distance of 65.30 feet, to a 5/8-inch iron rod found (with cap stamped "JAMA GROUP") for an angle corner of the herein described tract;
3. North 86°46'28" East, a distance of 380.41 feet, to a 5/8-inch iron rod found (with cap stamped "JAMA GROUP") for an angle corner of the herein described tract, to the PLACE OF BEGINNING, CONTAINING 9.661 acres of land in Jefferson County, Texas.

GENERAL NOTES

1. All horizontal control is referenced to the Texas State Plane Coordinate System, Lambert Projection, North American datum of 1983 (NAD 83), South Central Zone (U.S. Survey Feet).
2. This survey does not provide any determination concerning wetlands, fault lines, trace waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
3. According to Map No. 48245C 0110D of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Jefferson County, Texas (Unincorporated Areas), dated June 1, 1986, the subject tract is situated within Zone "C", defined as areas of minimal flooding (no shading). This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor. Location of the subject tract on said maps were determined by scale with actual field elevations not determined. JAMA Group, LLC does not warrant nor subscribe to the accuracy or scale of said maps.
4. Research for Adjoiner Tracts was performed by JAMA Group, LLC.
5. All Vertical Control is referenced to the North American Vertical Datum of 1988 (NAVD 88) and based on the National Geodetic Survey Control Monument PID AJ8221 with a published elevation of 11.9 feet.
6. This subdivision plat was prepared without the benefit of a current Commitment for Title Insurance or Abstractor's Certificate and therefore easements or encumbrances may exist which are not shown hereon. No research of the Public Records of Jefferson County regarding these easements or encumbrances was performed by JAMA Group, LLC.
7. Building setbacks are as follows:
   40 Feet FRONT OF EACH LOT
   15 Feet SIDES OF EACH LOT
   20 Feet REAR OF EACH LOT
8. All utility easements shown hereon include the right to trim overhanging trees and shrubs located on the property belonging to or being apart of this addition.
9. No portion of this subdivision or other development within this subdivision may begin until all Jefferson County development requirements have been met.
10. No portion of this subdivision lies within the boundaries of any municipality's corporate city limits or area of extra territorial jurisdiction.
11. This subdivision lies within the boundaries of the Hardin-Jefferson Independent School District.
12. No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system, which has been approved by Jefferson County.
13. No structure in this subdivision shall be occupied until connected to an individual water supply, state approved community water system, or engineered rainwater collection system.
14. All existing pipeline easements within the limits of the subdivision have been shown.
15. Trees and or vegetation with a potential growth height of more than 25' are prohibited within the 10' Utility Easement. Failure to comply will result in removal of trees/vegetation by Exotic Utility Company.
16. Benchmark is a 3/8-inch iron rod with cap stamped "JAMA LLC" at the northeast corner of Lot 3 with an elevation of 35.85' NAVD 1988, (Geoid 2012B) and or based on National Geodetic Survey Control Monument PID AJ8221 with a published elevation of 11.9 feet.
17. Service providers are as follows:
    Electric utility service will be provided by: ENTERGY TEXAS, INC
    Telephone utility service will be provided by: AT&T
    Gas (Atty service will be provided by: CENTERPOINT ENERGY
    Water utility service will be provided by: N/A
    Sewer utility service will be provided by: N/A
    Cable utility service will be provided by: N/A
18. Minimum finished floor elevation requirements: All homes constructed in Briar Ridge Ranch Phase 1 are required to be constructed with a finished floor elevation of 37.9' or higher (NAVD 1988) as referenced to the benchmark described in note 16, or at least 24" above the highest ground on the lot, whichever is higher. This requirement is based on the best available information and is not a guarantee of preventing home flooding.

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT I, G.A. Wimberly Commerce Bank N.A. LIENHOLDER OF A CALLED 341.717 ACRE TRACT SHOWN HEREON AND RECORDED IN A DEED RECORDED IN CLERK'S FILE NO. 2019004860 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREIN JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO JEFFERSON COUNTY THE STREETS, ALLEYS, RIGHTS OF WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS JEFFERSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS BRIAR RIDGE RANCH, PHASE 1.

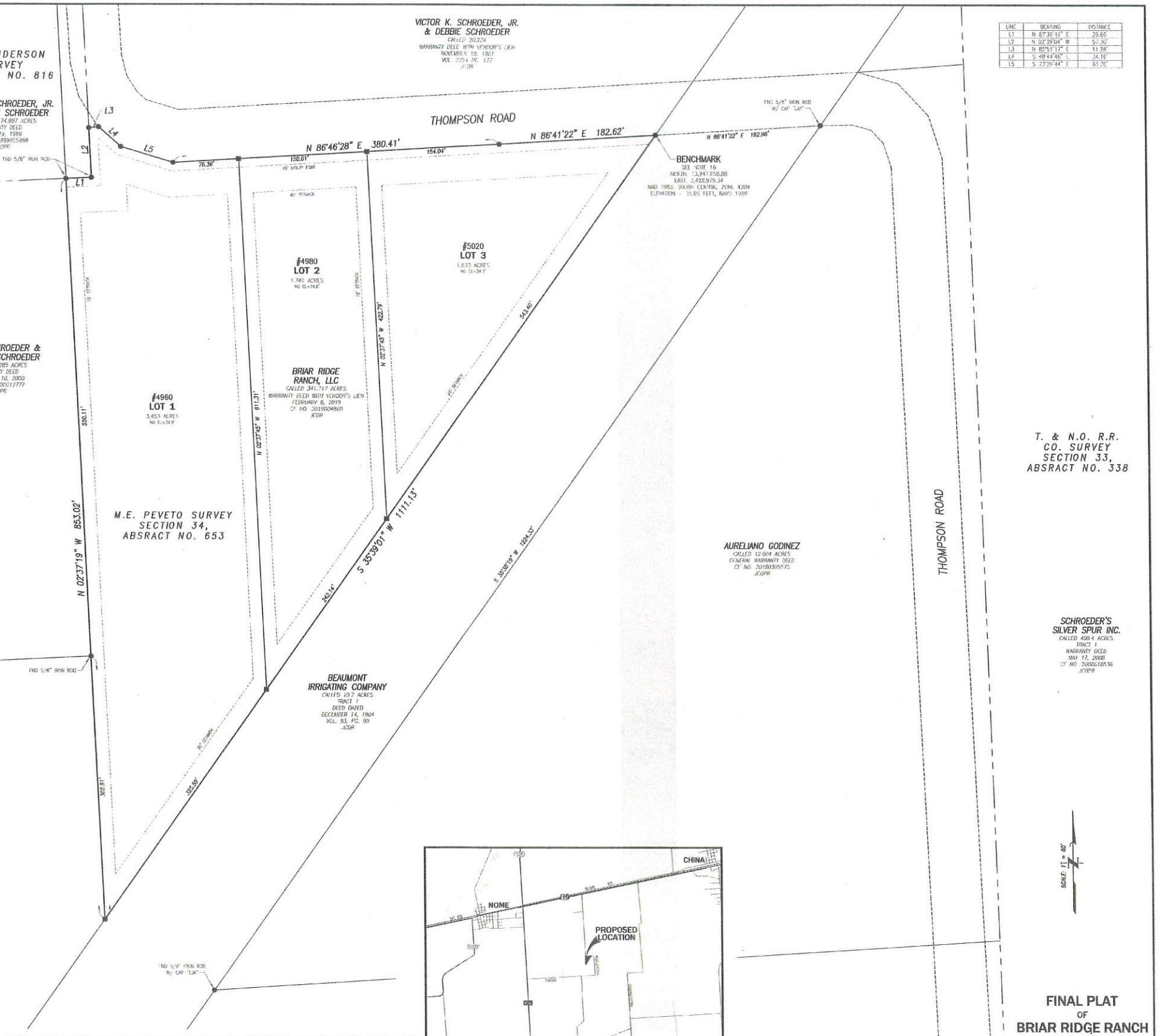
WITNESS OUR HAND IN JEFFERSON COUNTY, TEXAS THIS THE 11th DAY OF JUNE, 2019

BY: _____
NAME: G.A. Wimberly
TITLE: Executive Vice President

SUBSCRIBED AND SWORN TO BEFORE ME BY G.A. Wimberly AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 11th DAY OF JUNE, 2019

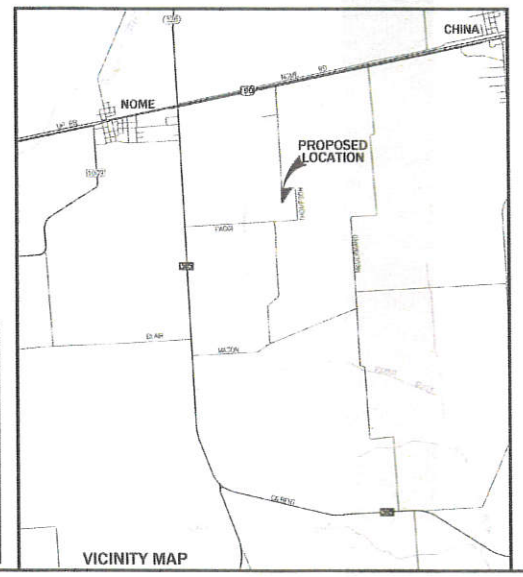
NOTARY PUBLIC
A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: 8-28-2022

JACQUE BERGERON · Notary Public, State of Texas · Comm. Expires 08-28-2022 · Notary ID 125782633



LINE	BEARING	DISTANCE
L1	N 87°38'41" E	29.66'
L2	N 02°39'04" W	57.30'
L3	N 85°51'17" E	11.28'
L4	S 48°44'46" E	34.16'
L5	S 73°29'44" E	65.30'

REQUIRED CLEAR SPACE FOR AN OSSF (ON SITE SEWAGE FACILITY)				
TYPE OF FACILITY	USAGE RATE-GALLONS PER DAY (WITHOUT WATER SAVING DEVICES)	REQUIRED CLEAR AREA FOR OSSF (IN SQUARE FEET)	USAGE RATE-GALLONS PER DAY (WITH WATER SAVING DEVICES)	REQUIRED CLEAR AREA FOR OSSF (IN SQUARE FEET)
SINGLE FAMILY (1-2 BEDROOMS) LESS THAN 1500 SQ. FT.	225	6428.57	180	5142.86
SINGLE FAMILY (3 BEDROOMS) LESS THAN 2500 SQ. FT.	300	8571.43	240	6857.15
SINGLE FAMILY (4 BEDROOMS) LESS THAN 3500 SQ. FT.	375	10714.29	300	8571.43
SINGLE FAMILY (5 BEDROOMS) LESS THAN 4500 SQ. FT.	450	12857.14	360	10285.72
SINGLE FAMILY (6 BEDROOMS) LESS THAN 5500 SQ. FT.	525	15000.00	420	12000.00



LEGEND & ABBREVIATIONS

UTIL	UTILITY
ESMT	EASEMENT
FND	FOUND
ROW	RIGHT-OF-WAY
POB	POINT OF BEGINNING
JCOPR	JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS
JCMR	JEFFERSON COUNTY MAP RECORDS
●	FOUND 5/8" IRON ROD (UNLESS NOTED OTHERWISE)
■	SET 5/8" IRON ROD (WITH CAP "JAMA GROUP")

SCALE: 1" = 60'

FINAL PLAT
OF
BRIAR RIDGE RANCH PHASE 1
OUT OF THE
M.E. PEVETO SURVEY SECTION 34 ABSTRACT NO. 653
JEFFERSON COUNTY, TEXAS
APRIL 2019

JAMA GROUP LLC
7485 Phelan Boulevard
Beaumont, Texas 77706
Office (409) 899-5050
TBPLS Firm #10120400

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Wednesday, June 12, 2019 9:21 AM
To: 'Commissioner Arnold' (eddiearnold@co.jefferson.tx.us)
Cc: 'Commissioner Weaver' (bweaver@co.jefferson.tx.us); 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us); 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); Don Rao (drao@co.jefferson.tx.us); Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); 'Jody Jannise' (jjannise@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); Megan Barrow (mbarrow@jamagroup.com)
Subject: Final Plat of Briar Ridge Ranch Phase 2
Attachments: Final Plat of Briar Ridge Ranch Phase 2_Comm. Court II.pdf

Commissioner Arnold ,

Attached is a PDF of the Final Plat of Briar Ridge Ranch Phase 2 out of the M.E. Peveto Survey Section 34 Abstract No. 653 , Jefferson County, Texas. Located off Thompson Road in Precinct #1. This plat is not within any ETJ and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, June 17th , 2019.

If you have any questions please contact either Don or myself.

Pepe Dominguez

Pepe Dominguez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: peped@co.jefferson.tx.us

STATE OF TEXAS
COUNTY OF JEFFERSON

I, _____ DIRECTOR OF ENGINEERING OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

_____
DIRECTOR OF ENGINEERING

STATE OF TEXAS
COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON

THE _____ DAY OF _____, 2019, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE, OR ANY OTHER IMPROVEMENTS

_____
COMMISSIONER, PRECINCT 1

_____
COMMISSIONER, PRECINCT 2

_____
COMMISSIONER, PRECINCT 3

_____
COMMISSIONER, PRECINCT 4

_____
COUNTY JUDGE

STATE OF TEXAS
COUNTY OF JEFFERSON

I, _____ COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON _____ DAY OF _____, 2019 AT _____ O'CLOCK __M. AND DULY RECORDED ON THE _____ DAY OF _____ 2019 AT _____ O'CLOCK __M. IN CLERK'S FILE NO _____ JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS

_____
COUNTY CLERK
JEFFERSON COUNTY, TEXAS

SURVEYOR'S CERTIFICATION

BE, JAM GROUP, LLC ACTING BY AND THROUGH MICHAEL KETHAN, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE DRAWING SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION, BEING SITUATED IN M.E. PEVETO SURVEY, SECTION 34, A-653 OF JEFFERSON COUNTY, TEXAS.

SURVEYED APRIL 15, 2019

_____
MICHAEL KETHAN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5709

STATE OF TEXAS
REGISTERED
MICHAEL KETHAN
5709
PROFESSIONAL
LAND SURVEYOR

SUBSCRIBED AND SWORN TO BEFORE ME BY MICHAEL KETHAN AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 11th DAY OF JUNE 2019

_____
NOTARY PUBLIC
A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES 8-28-2022

JACQUE BERGERON
Notary Public, State of Texas
Comm. Expires 08-28-2022
Notary ID 125782633

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT I, JIM WINGATE, PRESIDENT AND SECRETARY OF BRIAR RIDGE RANCH, LLC, OWNER OF A CALLED 28.876 ACRE TRACT, OUT OF THE M.E. PEVETO SURVEY, SECTION 34, ABSTRACT NO. 653, JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID PROPERTY TO BE KNOWN AS BRIAR RIDGE RANCH, PHASE 2 OF THE M.E. PEVETO SURVEY, SECTION 34, ABSTRACT NO. 653, JEFFERSON COUNTY, TEXAS IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETO FORE GRANTED AND DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON

THIS IS TO CERTIFY THAT I, JIM WINGATE, PRESIDENT AND SECRETARY OF BRIAR RIDGE RANCH, LLC HAVE COMPLIED WITH OR WILL COMPLY WITH THE EXISTING REGULATIONS HERETOFORE ON FILE WITH THE JEFFERSON COUNTY ENGINEER AND ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY.

WITNESS OUR HAND IN JEFFERSON COUNTY, TEXAS THIS THE 11th DAY OF JUNE 2019

_____
OWNER/PRESIDENT/SECRETARY, BRIAR RIDGE RANCH, LLC

SUBSCRIBED AND SWORN TO BEFORE ME BY JIM WINGATE AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 11th DAY OF JUNE 2019.

_____
NOTARY PUBLIC
A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES 8-28-2022

JACQUE BERGERON
Notary Public, State of Texas
Comm. Expires 08-28-2022
Notary ID 125782633

REQUIRED CLEAR SPACE FOR AN OSSF (ON SITE SEWAGE FACILITY)

TYPE OF FACILITY	USAGE RATE-GALLONS PER DAY (WITHOUT WATER SAVING DEVICES)	REQUIRED CLEAR AREA FOR OSSF (IN SQUARE FEET)	USAGE RATE-GALLONS PER DAY (WITH WATER SAVING DEVICES)	REQUIRED CLEAR AREA FOR OSSF (IN SQUARE FEET)
SINGLE FAMILY (1-3 BEDROOMS) LESS THAN 1500 SQ. FT.	225	6428.57	180	5242.86
SINGLE FAMILY (32 BEDROOMS) LESS THAN 2500 SQ. FT.	300	8571.43	240	6857.15
SINGLE FAMILY (4 BEDROOMS) LESS THAN 3500 SQ. FT.	375	10714.29	300	8571.43
SINGLE FAMILY (5 BEDROOMS) LESS THAN 4500 SQ. FT.	450	12857.14	360	10285.72
SINGLE FAMILY (6 BEDROOMS) LESS THAN 5500 SQ. FT.	525	15000.00	420	12000.00

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	55.16'	89.15'	77.67'	S 42°11'22" W	69°29'58"

LINE	BEARING	DISTANCE
L1	N 35°39'01" E	25.94'

GENERAL NOTES

1. All horizontal control is referenced to the Texas State Plane Coordinate System, Lambert Projection, North American datum of 1983 (NAD 83), South Central Zone (U.S. Survey Foot)
2. This survey does not provide any determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant
3. According to Map No. 48245 01005 E of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Jefferson County, Texas (Unincorporated Areas), dated June 1, 1983, the subject tract is situated within Zone "C", defined as areas of minimal flooding (no shading). This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions, flooding can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor. Location of the subject tract on flood maps were determined by scale with actual field elevations not determined. JAMA Group, LLC does not warrant nor subscribe to the accuracy or scale of said maps.
4. Research for Adjoiner Tracts was performed by JAMA Group, LLC
5. All Vertical Control is referenced to the North American Vertical Datum of 1988 (NAVD 88) and based on the National Geodetic Survey Control Monument PID AJ6221 with a published elevation of 11.8 feet.
6. This subdivision plat was prepared without the benefit of a current Commitment for Title Insurance or Abstractor's Certificate and therefore easements or encumbrances may exist which are not shown hereon. No research of the Public Records of Jefferson County regarding these easements or encumbrances was performed by JAMA Group, LLC.
7. Building setbacks are as follows:
   40 Feet FRONT OF EACH LOT
   15 Feet SIDES OF EACH LOT
   20 Feet REAR OF EACH LOT
8. All utility easements shown hereon include the right to trim overhanging trees and shrubs located on the property belonging to, or being part of this subdivision.
9. No portion of this subdivision or other development within this subdivision may begin until all Jefferson County development requirements have been met.
10. No portion of this subdivision lies within the boundaries of any municipality's corporate city limits or area of extra territorial jurisdiction.
11. This subdivision lies within the boundaries of the Hardin-Jefferson Independent School District
12. No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved by Jefferson County.
13. No structure in this subdivision shall be occupied until connected to an individual water supply, state approved community water system, or engineered rainwater collection system.
14. All existing pipeline easements within the limits of the subdivision have been shown.
15. Trees and or vegetation with a potential growth height of more than 20' are prohibited within the 10' Utility Easement. Failure to comply will result in removal of trees/vegetation by Electric Utility Company.
16. Benchmark is an angle iron found for the southwest corner of the M.E. Peveto Survey, Section 34, Abstract No. 653 with an elevation of 31.86' – NAVD 1988 (Geoid 2012 B) and is based on National GeoDetic Survey Control Monument PID AJ6221 with a published elevation of 11.8 feet
17. Service providers are as follows:
    Electric utility service will be provided by: ENERGY TEXAS, INC.
    Telephone utility service will be provided by: AT&T
    Gas utility service will be provided by: CENTERPOINT ENERGY
    Water utility service will be provided by: N/A
    Sewer utility service will be provided by: N/A
    Cable utility service will be provided by: N/A
18. Minimum finished floor elevation requirements: All homes constructed in Briar Ridge Ranch, Phase 2 are required to be constructed with a finished floor elevation of 36.2' or higher (NAVD 1988) as referenced to the benchmark described in note 16, or at least 24" above the highest ground in the lot, whichever is higher. This requirement is based on the best available information and is not a guarantee of preventing flood flooding.

LEGAL DESCRIPTION

Being a 28.8472 acre tract of land as situated in the M.E. Peveto Survey, Abstract No. 653 of Jefferson County, Texas and being out of and a part of a called 28.876 acre tract as conveyed to Briar Ridge Ranch, LLC by a Warranty Deed dated March 20, 2019 and filed for record under Clerk's File no. 2019008424 of the Jefferson County Official Public Records. Said 28.8472 acre tract being more particularly by metes and bounds as follows:

COMMENCING at an angle iron found for the southeast corner of the herein described tract, the southeast corner of said Briar Ridge Ranch, LLC called 28.876 acre tract, the southwest corner of said M.E. Peveto Survey, Abstract No. 653, the southwest corner of the T. & N.O. R.R. Co. Survey, Section 33, Abstract No. 338, and the southwest corner of a called 408.4 acre tract designated as "Tract 1" as conveyed to Schroeder's Silver Spur, Inc. by a Warranty Deed dated May 17, 2006 and filed for record under Clerk's File No. 2006018576 of the Jefferson County Official Public Records, same being located in the north line of the T. & N.O. R.R. Co. Survey, Section 31, Abstract No. 262. Said point of commencing has a Texas State Plane Coordinate System, Lambert Projection, North American datum of 1983 (NAD 83), South Central Zone (U.S. Survey Foot) value of: North: 13,945,408.51 and East: 3,429,412.45;

THENCE, South 87°14'24" West, a distance of 1655.94 feet, along the south line of said Briar Ridge Ranch, LLC called 28.876 acre tract, the south line of said M.E. Peveto Survey, Abstract No. 653, and the north line of said T. & N.O. R.R. Co. Survey, Section 31, Abstract No. 262, to a 2-inch iron pipe found for the northeast corner of aforesaid and the northeast corner of the W.H. Aldridge Survey, Abstract No. 834;

THENCE, South 87°14'24" West, a distance of 217.22 feet, along the south line of said Briar Ridge Ranch, LLC called 28.876 acre tract, the south line of said M.E. Peveto Survey, Abstract No. 653, and the north line of said W.H. Aldridge Survey, Abstract No. 834, to a 5/8-inch iron rod found (with cap stamped "JAMA GROUP") for the southwest corner of Briar Ridge Ranch, LLC called 28.876 acre tract and the southeast corner of a called 10.7 acre tract designated as "Tract 1" as conveyed to Beaumont Irrigating Company by a Deed dated December 14, 1904 and filed for record under Volume 83, Page 99 of said Jefferson County Deed Records;

THENCE, North 35°39'01" East, a distance of 25.94 feet, along the west line of said Briar Ridge Ranch, LLC called 28.876 acre tract and east line of said Beaumont Irrigating Company called 10.7 acre tract, to a 5/8-inch iron rod set (with cap stamped "JAMA GROUP") in the north right-of-way line of Thompson Road for the southwest corner and PLACE OF BEGINNING of the herein described tract;

THENCE, North 35°39'01" East, a distance of 891.19 feet, along the west line of said Briar Ridge Ranch, LLC called 28.876 acre tract and the east line of said Beaumont Irrigating Company called 10.7 acre tract, to a 5/8-inch iron rod found (with cap stamped "LJA") for the northwest corner of the herein described tract, the northwest corner of said Briar Ridge Ranch, LLC called 28.876 acre tract, and the southwest corner of a called 10.729 acre tract as conveyed to Bryan Kyle Abbo by a General Warranty Deed and filed for record under Clerk's File No. 2018030568 of the Jefferson County Official Public Records, from which a 5/8-inch iron rod found (with cap stamped "LJA") for the northwest corner of same bears North 35°39'59" West, a distance of 566.46 feet;

THENCE, North 86°23'08" East, a distance of 1183.16 feet, along the north line of said Briar Ridge Ranch, LLC called 28.876 acre tract and the south line of said Bryan Kyle Abbo called 10.729 acre tract, to a 5/8 inch iron rod set (with cap stamped "JAMA GROUP") in the west right-of-way of said Thompson Road for the northeast corner of the herein described tract, from which a 5/8-inch iron rod found (with cap stamped "JAMA GROUP") for the southeast corner of said Bryan Kyle Abbo called 10.729 acre tract and the northeast corner of said Briar Ridge Ranch, LLC called 28.876 acre tract bears North 86°23'08" East, a distance of 71.10 feet;

THENCE, in a southerly and westerly direction along the west and north right-of-way of said Thompson Road, the following three (3) courses and distances:

1. South 02°53'44" East, a distance of 740.40 feet, to a 5/8-inch iron rod set (with cap stamped "JAMA GROUP") for the most westerly southeast corner of the herein described tract and the beginning point of a curve to the left;
2. In a southwesterly direction along said curve to the left, having a radius of 55.16 feet, a delta angle of 89°29'58", an arc length of 86.16 feet, and a chord bearing and distance of South 42°11'22" West 77.67 feet, to a 5/8-inch iron rod set (with cap stamped "JAMA GROUP") at the end of said curve;
3. South 87°16'27" West, a distance of 1745.72 feet, to the PLACE OF BEGINNING, CONTAINING 28.8472 acres of land in Jefferson County, Texas.

LEGEND & ABBREVIATIONS

UTIL	UTILITY
ESMT	EASEMENT
FND	FOUND
ROW	RIGHT-OF-WAY
POB	POINT OF BEGINNING
JCOPR	JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS
JCMR	JEFFERSON COUNTY MAP RECORDS
●	FOUND 5/8" IRON ROD (UNLESS NOTED OTHERWISE)
■	SET 5/8" IRON ROD (WITH CAP "JAMA GROUP")

JAMA GROUP LLC
2915 Tocoa Road
Beaumont, Texan 77703
Office (409) 899-5050
TBPLS Firm #10130400

FINAL PLAT
OF
BRIAR RIDGE RANCH
PHASE 2
OUT OF THE
M.E. PEVETO SURVEY
SECTION 34
ABSTRACT NO. 653
JEFFERSON COUNTY, TEXAS
MAY 2019

CHUBB

1100 Poydras Street, Suite 2150
New Orleans, LA 70163
Tel 504-310-3605
Fax 504-310-3610

TO: Susan Golla
MCGRIFF SEIBELS & WILLIAMS INC
SAN ANTONIO, Texas 78230

FROM: Marcus Bouler

RISK ID: 182820

EMAIL: SShoemake@McGriff.com

DATE SENT: May 30, 2019

AIRPORT OWNERS AND OPERATORS LIABILITY QUOTATION

WITH

ACE PROPERTY AND CASUALTY INSURANCE COMPANY

(AA S&P, A++ BEST)

In accordance with your request, we are pleased to provide the following quotation:

Please read this Quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this Quotation are not included. The terms and conditions of this Quotation supersede the submitted insurance specifications and all prior proposals and binders. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This Quotation has been constructed in reliance on the data provided in the submission. A material change or misrepresentation of that data voids this Quotation.

This quotation is not a binder of insurance. In no event will this quotation remain open beyond 30 days from the quote issuance date shown above or the coverage effective date, whichever comes first.

This quotation is subject to the Assured's producer being duly licensed in his/her resident state; in addition, the producer must hold a non-resident license in the state in which the Assured is domiciled if different from the producer's resident state.

********THREE YEAR FIXED PREMIUM POLICY OPTION********

We offer the option for a three year policy term with premium fixed at three times the annual terms shown in this quotation. Premium to be paid in three equal annual installments.

NAMED INSURED: **Jefferson County - Jack Brooks Regional Airport**

NAMED INSURED'S 215 Franklin Street, Suite 202
Beaumont, Texas, 77701

ADDRESS:

PERIOD: From: June 01, 2019 To: June 01, 2020
both days at 12:01 a.m. Local Time at the address of the Named Insured

INTEREST: The Insured's legal liability to which this policy applies, arising out of the Insured's Airport operations at the following airport location(s):

F.A.A. ID	State	Name
BPT	TX	Jack Brooks Regional Airport

SUM INSURED: $2,000,000 each occurrence/offense in respect of Bodily Injury, Personal and Advertising Injury and Property Damage combined, subject to the following limitations:

Products-Completed Operations Annual Aggregate Limit.	$2,000,000
Personal Injury and Advertising Injury Annual Aggregate Limit.	$2,000,000
Malpractice Annual Aggregate Limit.	$2,000,000
Extended Coverage – War, Hi-jacking and Other Perils Annual Aggregate Limit.	Not Insured
Fire Damage Limit Any One Fire.	$100,000
Medical Expense Limit Any One Person.	Not Insured
Hangarkeepers not "in flight" Limit Any One Occurrence.	$2,000,000
Hangarkeepers not "in flight" Limit Any One Aircraft.	$2,000,000
Non-Owned Aircraft Liability Limit Any One Occurrence.	$2,000,000

DEDUCTIBLE:

$2,500	Hangarkeepers Liability Any One Aircraft
$2,500	Hangarkeepers Liability Any One Occurrence

CONDITIONS: The Airport Owners and Operators General Liability Policy contains, inter alia, the following exclusion clauses:

War, Hi-Jacking and Other Perils Exclusion Clause
Noise, Pollution and other Perils Exclusion Clause

The policy is also subject to the following:

30 days notice of cancellation, non-renewal or reduction in coverage by Insurer, but
10 days notice for non-payment of premium. This provision does not override the Automatic
Termination review or cancellation provisions of endorsements AAP 203 or AAP 237.

The policy may be cancelled or nonrenewed subject to the terms of the following endorsement

AAP TX (11/99) Texas Changes - Cancellation and Nonrenewal

Schedule of Policy Forms applicable to airports and locations in: **Texas**

Form Reference and Edition	Title
9001-TX (11/99)	Texas Changes - Duties
9002-TX (11/99)	Texas Changes - Conditions Requiring Notice
AAP 200 (07/10)	Airport Owners and Operators General Liability Policy - Jacket
AAP 201 (11/99)	Airport Owners and Operators General Liability Policy - Declarations
AAP 201S (11/99)	Airport Owners and Operators General Liability Policy - Schedule of Endorsements
AAP 202 (11/99)	Airport Owners and Operators General Liability Policy - Policy Provisions
AAP 203 (02/08)	Extended Coverage - War, Hi-jacking and Other Perils Endorsement
AAP 204 (11/03)	Amendment of Noise and Pollution and Other Perils Exclusion
AAP 210 (11/99)	Amendment of Deductible Amounts and Conditions Endorsement *Each Occurrence or Offense Deductible* *Not Applicable* *Coverages Aggregate Deductible* *Not Applicable*
AAP 212 (11/99)	Fees and Expenses Included in Deductible Endorsement
AAP 220 (11/99)	Immunity Waiver Endorsement
AAP 234 (11/99)	Airport Limited Enhanced Coverage Endorsement
AAP 242 (11/99)	Personal Injury Limitation Endorsement
AAP 248 (11/99)	Volunteers Endorsement
AAP 255 (03/08)	Date Recognition Limited Coverage Endorsement
AAP 256 (11/99)	Date Recognition Exclusion Endorsement
AAP 270 (01/15)	Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism
AAP 273 (11/03)	Pollution Endorsement
AAP 275 TX (01/15)	Limited Terrorism Coverage Endorsement
AAP 277-TX (01/06)	Silica Exclusion
AAP 306 (03/08)	Infringement of Copyright, Patent, Trademark or Trade Secret Endorsement
AAP 307 (03/08)	Amendment to Supplementary Payments (Court Cost) Endorsement
ALL-20887 (10/06)	ACE Producer Compensation Practices & Policies
ALL-21101 (11/06)	Trade or Economic Sanctions Endorsement
ALL-4Y30F (06/15)	Texas Notice -Information and Complaints
TR-19604d (01/15)	Notice Of Terrorism Insurance Coverage

ANNUAL GL Premium: **$8,774**

ANNUAL TRIA Premium: **$878**

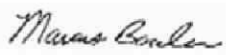
ANNUAL WAR Premium: **$878** reducing to **$225** if TRIA coverage also purchased.

The War and TRIA coverages and premiums are quoted on an "if required" basis and may be rejected by the insured.

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to the following web site: http://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx

Please note that you do not have authority to bind the above insurance. Please contact us if you wish to bind this insurance. We look forward to receiving your instructions and thank you for your inquiry.

On behalf of ACE Property and Casualty Insurance Company



By

Authorized Representative

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015, 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017, 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

X	I hereby elect to purchase terrorism coverage for a prospective premium of $878
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

_____
Policyholder/Applicant's Signature

_____
Print Name

May 30, 2019
Date

ACE Property and Casualty Insurance Company
Insurance Company

N11235645 003
Policy Number

McGriff, Seibels & Williams

Compensation Statement

Our principal remuneration for the placement and service of your insurance policy(ies) will be by commission (a proportion of the premium paid that is allowed to us by the insurance company(ies)) and/or a mutually agreed fee.

You should be aware that we may receive additional income from the following sources:

- **Interest or Investment Income** earned on insurance premiums.

- **Expense Allowances or Reimbursements** from insurance companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable us to provide more efficient service and competitive terms to those clients for whom we consider the use of such facilities appropriate.

- **Tier II Commission** (sometimes referred to as "extra compensation") is exclusive to the placement of employee benefits insurance and is based on premium volume of new business and/or premium retention.

- **Contingent Commission** (sometimes referred to as "profit sharing") which can be based on profitability, premium volume, premium retention, and/or growth. If any part of your account is on a fee basis, we will not accept contingent commissions related to your account.

If you have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with our Chief Risk Manager for assistance. If any part of your insurance program is placed through any BB&T-owned companies (including retail insurance broker McGriff Insurance Services, Inc.; wholesale insurance brokers CRC Insurance Services, Inc. and Crump Life Insurance Services, Inc.; managing general underwriter AmRisc, LLC; insurance premium finance company, Prime Rate Premium Finance Corporation, Inc. or affiliates; or BB&T Assurance Company, Ltd.) disclosure of that income will also be included.

McGRIFF, SEIBELS & WILLIAMS, INC.
THIRD PARTY DISCLAIMER

From time to time, McGriff, Seibels & Williams, Inc. ("MSW") may share opinions or content regarding third party entities, third party providers of services, or make referrals to third party products and/or services ("Third Party Entities, Products and/or Services"). Any such opinions or content regarding Third Party Entities, Products and/or Services, or links to third party websites shared or posted on MSW's website or social media sites do not constitute an endorsement of any third party, individual, organization, service, or product by MSW, nor does such activity indicate an affiliation with or sponsorship by MSW.

Any third party representations regarding their products or services contained in their written materials or on their websites are those of the respective authors and do not reflect the affirmation, concurrence or agreement of MSW, its employees, directors, officers, parents, or affiliates that those claims are accurate.

MSW assumes no liability in connection with any Third Party Entities, Products and/or Services or for the storage or any related breach in connection with your confidential information by such third parties. Further, MSW does not accept any responsibility nor does it offer any warranty regarding the quality, accuracy, timeliness, reliability or any other aspect of such Third Party Entities, Products and/or Services. MSW expressly disclaims any warranty or liability for any acts, failure to act, errors or omissions by such third parties. Accordingly, you should conduct your own due diligence of any Third Party Entities, Products or Services prior to their engagement or use.

Ed. 03/2019

Attachment

McGRIFF, SEIBELS & WILLIAMS, INC.
PROVIDER SECURITY STANDARDS

The following is a brief summary of the measures that we have taken as your broker to review and report to you objectively on the financial security of your insuring companies. Information is included on A.M. Best Company, our primary security rating source, and the internal standards, which we have established to address this important issue for our customers.

MSW Security Review - McGriff, Seibels & Williams has established an internal "Security Review Group" composed of senior management representatives from the Finance, Marketing, Branch, Wholesale and Administrative Divisions of the company. This group's purpose is to develop and implement all procedures and standards for the financial security of all insurers, intermediaries and associations used by MSW and its subsidiary companies.

This group meets periodically to review the current listing of all companies, intermediaries and associations, which are actively used by MSW. It will also act on any pending requests received from throughout the company to have new Providers activated, and to deactivate any Providers that do not meet current MSW standards.

MSW Provider Classifications:

"Approved Provider" is any Provider whose A.M. Best's rating is **A-** or higher. The Best's rating of an "approved" Provider must be printed on all MSW Confirmations of Coverage (Binders) and proposals delivered to clients or prospects.

"Exception Provider" is certain Providers with a rating lower than A-, including those companies "not rated by A.M. Best" which after review by the Security Review Group will be an approved security.

Any Provider approved by MSW receiving an A.M. Best downgrade of rating will be posted on our website (www.mcgriff.com). A downgrade that results in an "Approved" Provider moving to a less than A- A.M. Best Rating will be communicated to you in writing.

A.M. Best Company
Ambest Road
Oldwick, New Jersey 08858

History - A.M. Best Company was incorporated in 1899 as the first rating agency in the world to offer reliable information on the financial condition of U.S. insurance companies. The ***Best's Rating Guide*** was first published in 1900, and has since become a cornerstone of the security review process by continuously evaluating the financial integrity of over 4,100 insurance companies. In 1984, the first edition of the ***Best's International Rating Guide*** was published, reporting on the claims-paying ability of over 950 international insurers.

Effective January 9, 2017

The information used by Best to rate insurance carriers is provided by the companies themselves as a part of their normal filings with the National Association of Insurance Commissioners, those states in which the company is licensed, the SEC and/or with its shareholders. Rating reviews are performed annually on each insurance company and on an interim basis as conditions dictate.

Best's Rating System - The Best's rating system is designed to evaluate a wide range of objective and subjective factors that affect the overall performance of an insurance company (not applicable to associations or intermediaries). These factors deal with the company's financial strength, its operating performance and its ability to meet its financial obligations to policyholders, as follows:

* Profitability
* Quality of reinsurance program
* Quality and diversification of assets
* Adequacy of policy loss reserves
* Capital structure
* Spread of risk
* Leverage/Capitalization
* Liquidity
* Adequacy of policyholder's surplus
* Management experience and objectives

Best's Rating Symbols - A typical Best's rating is composed of two parts. The "**Security**" portion provides an alphabetical indication of the quality of the security provided by a company to its policyholders. This rating is further defined in three categories, "Secure", "Vulnerable" or "Not Assigned". The "**Financial Size**" (FSC) portion of the Best's rating uses Roman numerals to rank companies based on the dollar amount of their policyholder's surplus and contingent reserve funds.

While comparative rankings for security or financial size by themselves may not adequately portray the complete financial health of a company, the combination of the two has proven to be reliable in predicting the ability of a company to meet its claims obligations in a timely manner, both now and in the near future. The actual rating symbols used by Best and their meanings are:

"Secure" Ratings	A++ or A+	Superior
	A or A-	Excellent
	B++ or B+	Good
"Vulnerable" Ratings	B or B-	Fair
	C++ or C+	Marginal
	C or C-	Weak
	D	Poor
	E	Under Supervision
	F	In Liquidation
	S	Suspended

"NR" Not Rated Designation – Assigned to companies not rated by A.M. Best.

Financial Size Categories I

I	Under $1,000,000	VIII	100,000 – 250,000,000
II	1,000,000 - 2,000,000	IX	250,000,000 – 500,000,000
III	2,000,000 – 5,000,000	X	500,000,000 – 750,000,000
IV	5,000,000 – 10,000,000	XI	750,000,000 – 1,000,000,000
V	10,000,000 – 25,000,000	XII	1,000,000,000 – 1,250,000,000
VI	25,000,000 - 50,000,000	XIII	1,250,000,000 – 1,500,000,000
VII	50,000,000 – 100,000,000	XIV	1,500,000,000 – 2,000,000,000
		XV	Over 2,000,000,000

Source: *Best's Key Rating Guide* - 2016 Edition

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AIG Aerospace
Insurance Services, Inc.

AIRPORT LIABILITY APPLICATION

Applicant's Name Jefferson County - Jack Brooks Regional Airport

Mailing Address 215 Franklin, Suite 202 - Risk Management, Beaumont, TX 77701

Effective From 06/01/19 Until 06/01/22
BOTH AT 12:01 am standard time at the address in item 2 above.

Applicant is: ✓ Government Corporation Partnership _____
Name All Partners

Estate Other: _____
Describe

GENERAL INFORMATION

Name & location of this Airport (this application is only for one airport location)
Jack Brooks Regional Airport: 5000 Jerry Ware Drive, Beaumont, TX 77705

Applicant interest in Airport is: ✓ Owner Lessor Applicant is: Lessee | Trustee | Other _____
Describe

If Applicant is Government:

a.) Does airport board/authority/commission or transportation authority operate airport? ✓ Yes No

b.) Does applicant submit airport insurance for public bid annually? | Yes ✓ No

c.) Does applicant maintain insurance for all other non-airport operations through commercial insurance carriers? _ Yes ✓ No

If Yes to c. show:

Limits $ _____ Expiration _____ Deductible/S.I.R.: $ _____

If No to c., describe program fully Self-Insured Entity

Use extra paper to provide full description

d.) Airport Budget Last Year $ 6,281,794.00 This Year $ 6,386,388.00

FAA Airport Classification Commercial Nonhub Primary

Airport altitude 16' MSL

List certificate restrictions and exemptions _____

PREMISES - OPERATIONS

Control Tower Operation: No Control Tower ✓ FAA Tower | Other - Operated By: _____

Operating Days/Hours are: 6:00am to 10:00pm daily

Applicant | Does ✓ Does Not Operate Unicom Service

Are any Navaids, Radars, Windshear detectors or aircraft communications owned, leased or mantained by applicant?

Describe: _____

Runways, Taxiways, Ramps inspected/maintained by ✓ Applicant Other _____
Name of Firm

Does applicant maintain/operate fuel storage facilities? ✓ Yes _ No

a.) If "yes" to 16, tanks are ✓ above ground below ground

b.) Frequency of inspections Daily

Non-Aviation activities on Airport Lodging | Industrial Park Storage Farming

✓ Other Property/Office Leasing
Describe All Non-Aviation Activities

CONTINUED ON REVERSE SIDE

PREMISES - OPERATIONS *Continued*

Does Applicant:

a.) Maintain Air Crash Emergency Plan? ✓ Yes No

b.) Maintain Anti-Terrorist Plan? ✓ Yes No

c.) Employ Medical Personnel? ✓ Yes No Do they have separate insurance coverage? Yes No

Describe: Some of the ARFF department are EMT certified

d.) Base Fire Fighting vehicles on the Airport full time? ✓ Yes No

If No, distance to nearest Fire Department _____ Miles

e.) Maintain Wildlife and Bird Strike prevention program? ✓ Yes No

f.) Own, operate, use or maintain any off-Airport premises to be covered? Yes ✓ No

Describe all locations and uses: _____

g.) Charge for auto parking? Yes ✓ No

Number of parking spaces _____

h.) Host/sponsor or operate Airshows? _ Yes _✓_ No

Describe: _____

i.) (i) Number of: Elevators? 0 Escalators? 0

Moving Sidewalks? 0 Automated Passenger Trains? 0 Automatic Doors? 3

(ii) Who maintains? Airport

Is Airport completely fenced in? ✓ Yes | No

a.) Airport security is provided by: Airport and Jefferson County Sheriff Department

b.) Frequency of patrols: Continous Do they have separate insurance coverage? Yes ✓ No

Estimated number of aircraft movements this year for:

a.) General aviation 11,500

b.) Commuter airlines _____

c.) Other airlines 3,200

d.) Military 600

TOTAL 15300

Estimated number of enplaned passengers this year 36,000

Largest Aircraft using Airport Legacy (Make & Model) By KUSA Aviation (Name of Operator)

Runways:

	HEADING	LENGTH	WIDTH	SURFACE	DESCRIBE ALL OBSTRUCTIONS
1.	1230	6750	150	Concrete	
2.	1634	5070	150	Concrete / Asphalt	
3.					
4.					
5.					

List all Air Carriers using the Airport

American Airlines - Operated by Envoy

PRODUCTS/COMPLETED OPERATIONS

Does Applicant engage in:	YES/NO	GROSS SALES LAST YEAR	ESTIMATED THIS YEAR
a.) Aircraft Fueling	Yes	$3,300,000.00	$3,100,000.00
Gallons		740,000 gal	700,000 gal
b.) Aircraft Maintenance/Repairs	No	$	$
c.) Aircraft Parts/Accessories Sales	No	$	$
d.) Cargo/Baggage Handling or Storage	No	$	$
e.) Jetway or Planemate Operation	No	$	$
f.) Passenger or Baggage Security Operations	No	$	$
g.) Aircraft Towing	Yes	$578.00	$1,300.00
h.) Aircraft De-icing	No	$	$
j) Restaurant/Vending Machine Operations	No	$	$
j) Airline ground support services	No	$	$
k) Control Tower	No	$	$
l) Other _____ (List All Other Operations)		$	$

HANGARKEEPERS LIABILITY (AIRCRAFT IN YOUR CUSTODY FOR STORAGE/SAFEKEEPING/REPAIR/SERVICING)

a.) No. of hangars 8 b.) No. of tie-down/parking spaces 20

c.) Describe each hangar see separate sheet
(Show age, construction materials, size & if sprinklered) (Use extra papers to provide full description)

d.) Average value any one aircraft $_____ Average total $_____

e.) Maximum value any one aircraft $_____ Total all aircraft $_____

f.) Maximum value (i) any one hangar $_____ (ii) any on tie-down ramp $_____

	LAST YEAR	ESTIMATED THIS YEAR
g.) Gross sales for (i) Hangar rental/lease	$246,000.00	$248,000.00
(ii) Tie down rental/lease	$620.00	$620.00

CONSTRUCTION, DEMOLITION & ALTERATIONS

Contract costs this year for:

	RUNWAYS	OTHER	DESCRIBE WORK
a.) By Applicant	$2,499,000.00	$	Rehab of RW 1634, TWD Phase I, RSA Grading
b.) By Independent Contractors	$	$	

Is there an owners controlled insurance program? ☐ Yes ☐ No Limit $_____

If No, minimum limit required of independent contractors $_____

Is applicant included as additional insured? ☐ Yes ☐ No

CONTRACTUAL LIABILITY - CONTRACTS HELD WITH THE FOLLOWING OPERATIONS:

Designated Contracts	MINIMUM REQUIRED LIMITS	IS APPLICANT HELD HARMLESS?	IS APPLICANT ADDITIONAL INSURED?
a.) Commuters & Airlines	$_____	☑ Yes ☐ No	☑ Yes ☐ No
b.) Fixed Base Operators	$_____	☑ Yes ☐ No	☑ Yes ☐ No
c.) Concessionaires	$_____	☑ Yes ☐ No	☑ Yes ☐ No
d.) Contractors	$_____	☑ Yes ☐ No	☑ Yes ☐ No
e.) Control Tower Operator	$_____	☑ Yes ☐ No	☑ Yes ☐ No
f.) Janitors, escalator maintenance, security	$_____	☑ Yes ☐ No	☑ Yes ☐ No
g.) Others _____	$_____	☐ Yes ☐ No	☐ Yes ☐ No
h.) Any contracts in which you assume the liability of others?		☐ Yes ☑ No	

If Yes, attach copies of contracts.

APPLICANTS VEHICLES: Identify the number of vehicles owned by, operated by or leased to applicant.

Snow Removal equipment 0 Fuel trucks 3 Sweepers 2 Tugs 1

Crash-fire-rescue vehicles 2 Hydrant carts 1 Passenger cars 2 Pickup trucks 7

Passenger buses over 30 seats 0 Passenger buses 30 seats and under 0 Other

Describe any operation of vehicle off airport premises Primary-use vehicle to pick up supplies and parts at vendor locations and or travel to off-site training and conferences

Does applicant maintain automobile liability coverage ✓ Yes No Limit?

CLAIMS List all claims for past 5 years - use separate paper to complete

DATE	CAUSE	SETTLED, INCLUDING ALL COSTS	OPEN, INCLUDING RESERVES FOR DEFENSE AND SETTLEMENT
10/31/13	Aircraft damage	$100,000	

CURRENT INSURANCE

Name of Insurance Company: ACE Property & Casualty Company Expiration Date: 06/01/19

Coverages: Airport Owners & Operators General Liability, including Hangarkeepers Liability

Limits: $2,000,000. Deductible: $ 0.00 Premium: $ 24,600.00

COVERAGES & LIMITS REQUESTED

Coverage	Limits of Insurance
Commercial General Liability Coverage	
General Aggregate Limit	
(other than Products/Completed Operations)	$ 2,000,000.00
Products/Completed Operations Aggregate Limit	$ 2,000,000.00
Personal and Advertising Injury Aggregate Limit	$ 2,000,000.00
Each Occurrence Limit	$ 2,000,000.00
Fire Damage Limit (any one fire)	$ 100,000.00
Medical Expense Limit (any one person)	$ 0.00
Hangarkeeper's Liability Coverage	
Each Aircraft Limit	$ 2,000,000.00
Each Loss Limit	$ 2,000,000.00
Deductible	
(each aircraft) $ 2,500.00	

POLICY DEDUCTIBLE

Each Occurrence $ 0.00 Annual Aggregate $ 0.00

Other coverages, restrictions, endorsements: Non-Owned Aircraft Liability: $2,000,000 Amendment of Noise & Pollution Endt; Fees &

NON-OWNED AIRCRAFT: Provide following information with respect to non-owned aircraft operated by or on behalf of the airport: Does airport use non-owned aircraft on airport business? Yes ✓ No. If yes, do employees pilot aircraft on airport business? _____Yes _____No Describe types of aircraft flown on airport business:

	By Employees	By Others
Number of hours flown annually in all non-owned aircraft on applicant's business.		
Number of hours flown in chartered aircraft.		
Number of hours flown in rented / leased aircraft.		
Number of hours flown in borrowed aircraft.		

Provide current pilot experience forms for each employee pilot.

FRAUD WARNINGS

(last updated 1/13)

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO ALABAMA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO RESTITUTION FINES OR CONFINEMENT IN PRISON, OR ANY COMBINATION THEREOF.

NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

NOTICE TO KANSAS APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARED WITH KNOWEDLGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIAL FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MAINE APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO MARYLAND APPLICANTS: ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

FRAUD WARNINGS CONTINUED

NOTICE TO MINNESOTA APPLICANTS: A PERSON WHO FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

NOTICE TO OREGON APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, MAY BE GUILTY OF A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE STATEMENT IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF A CRIMINAL OFFENSE AND SUBJECT TO PENALTIES UNDER STATE LAW.

ALL INFORMATION HEREIN IS WARRANTED TO BE TRUE TO THE BEST OF MY KNOWLEDGE AND NO INFORMATION HAS BEEN SUPPRESSED OR WITHHELD, AND NO INSURER HAS CANCELLED OR REFUSED TO RENEW THIS INSURANCE. I UNDERSTAND THAT THE INFORMATION HEREIN AND THE TRUTHFULNESS THEREOF WILL BE THE BASIS OF ANY INSURANCE PROVIDED BY THE COMPANY. THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE COMPANY TO PROVIDE ANY INSURANCE.

X _____ 05/31/19

Applicant's Signature — Today's Date

(Producer will fill in this information)

Producer McGriff, Seibels & Williams, Inc.

Address 8200 IH-10 West, Suite 215 City San Antonio State TX Zip 78230

Telephone No. (210) 247-4290 Fax No. (210) 695-8583

Email Address sgolla@mcgriff.com

Policy Number: AAP N11235645 002
Effective Date: June 1, 2016
Insured: Jefferson County - Jack Brooks Regional Airport

Policy Forms applicable to airports and locations in: Texas

The endorsements listed below form part of this policy at inception and are deemed to have been signed by the same Authorized Representative that signed the Declarations (form AAP 201 11/99).

TITLE	Endorsement No. and Edition Date
Airport Owners and Operators General Liability Policy - Jacket	AAP 200 (07-10)
Airport Owners and Operators General Liability Policy - Declarations	AAP 201 (11-99)
Airport Owners and Operators General Liability Policy - - Schedule of Endorsements	AAP 201S (11-99)
Airport Owners and Operators General Liability Policy - Policy Provisions	AAP 202 (11-99)
Amendment of Noise and Pollution and Other Perils Exclusion	AAP 204 (11-03)
Amendment of Deductible Amounts and Conditions Endorsement	AAP 210 (11/99)
Fees and Expenses Included in Deductible Endorsement	AAP 212 (11/99)
Premium Installment Endorsement	AAP 219 (11/99)
Immunity Waiver Endorsement	AAP 220 (11/99)
Airport Limited Enhanced Coverage Endorsement	AAP 234 (11/99)
Personal Injury Limitation Endorsement	AAP 242 (11/99)
Volunteers Endorsement	AAP 248 (11/99)
Date Recognition Exclusion Endorsement	AAP 256 (11/99)
Date Recognition Limited Coverage Endorsement	AAP 255 (03-08)
Pollution Endorsement	AAP 273 (11-03)
Limited Terrorism Coverage Endorsement	AAP 275-TX (01-15)
Silica Exclusion	AAP 277-TX (01-06)
Trade or Economic Sanctions Endorsement	ALL-21101 (11-06)
Infringement of Copyright, Patent, Trademark or Trade Secret Endorsement	AAP 306 (03-08)
Amendment to Supplementary Payments (Court Cost) Endorsement	AAP 307 (03-08)
Texas Changes - Cancellation and Nonrenewal	AAP TX (11/99)
Texas Changes - Duties	9001-TX (11/99)
Texas Changes - Conditions Requiring Notice	9002-TX (11/99)
Texas Notice - Information and Complaints	ALL-4Y30f (06/15)

ace group

AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY

DECLARATIONS

This Insurance Policy is issued By:

ACE Property and Casualty Insurance Company
436 Walnut Street,
Philadelphia, Pennsylvania, 19106 - 3703

Policy Number:
AAP N11235645 002

Renewal of:
AAP N11235645 001

Named Insured and Mailing Address:
Jefferson County - Jack Brooks Regional Airport

215 Franklin, Suite 202
Beaumont, Texas 77701
The Named Insured is: A Public Corporation

Location of the Airport(s) You Own or Operate:
BPT Jack Brooks Regional Airport

Policy Period: From: June 1, 2016 **To:** June 1, 2019
at 12.01 a.m.Standard Time at your mailing address shown above.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Limits of Insurance:

Products-Completed Operations Aggregate Limit	$2,000,000
Personal Injury and Advertising Injury Aggregate limit	$2,000,000
Malpractice Aggregate Limit	$2,000,000
Each Occurrence Limit	$2,000,000
Fire Damage Limit Any One Fire	$100,000
Medical Expense Limit Any One Person	Not Insured
Hangarkeepers Limit Any One Occurrence	$2,000,000
Hangarkeepers Limit Any One Aircraft	$2,000,000
Non-Owned Aircraft Liability Limit Any One Occurrence	$2,000,000

Deductibles: (Including Fees and Expenses)

Each Occurrence or Offense Deductible	As Endorsed
Aggregate Deductible	As Endorsed

Premium:

Advance Premium	$24,600
Extended Coverage Endorsement AAP 203	Not Insured
Endorsement Premium	Included
Terrorism Risk Insurance Act Premium	Not Insured
Total Advance Premium	$24,600

Policy Forms and Endorsements are described in the attached Schedule of Endorsements.

AAP201 (11-99)

Signature: Marcus Boulen
By Authorized Representative

This Endorsement effective June 1, 2016
forms part of Policy Number AAP N11235645 002
Issued to Jefferson County - Jack Brooks Regional Airport
By ACE Property And Casualty Insurance Company

AMENDMENT OF DEDUCTIBLE AMOUNTS AND CONDITIONS ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

1. The Deductibles Section of the Declarations is replaced by the following:

Hangarkeepers Liability Any One Aircraft Deductible:	$2,500
Hangarkeepers Liability Any One Occurrence Deductible:	$2,500
All Other Coverages Each Occurrence or Offense Deductible:	Nil
All Other Coverages Aggregate Deductible:	Nil

2. Paragraph B. of Section IV is replaced by the following:

B. DEDUCTIBLES

1. Our obligation to pay damages because of physical injury to "aircraft" under Coverage D applies only in excess of the Each Aircraft Deductible amount stated in the Declarations as applicable to Hangarkeepers Liability, and the limits of insurance applicable to Any One Aircraft and to Any One Occurrence, will not be reduced by the amount of such deductible.

2. Our obligation to pay

a. Damages because of "bodily Injury" and "property damage" under Coverage A;

b. Medical expenses under Coverage C arising out of one "occurrence"; and

c. Damages because of "personal injury" and "advertising injury" under Coverage B arising out of one offense

applies only to the amount of damages or medical expenses in excess of the Each Occurrence or Offense Deductible amount stated in the Declarations as applicable to All Other Coverages, and the limits of insurance applicable to Each Occurrence will not be reduced by the amount of such deductible. Aggregate Limits for such coverages shall not be reduced by the application of such deductible amount.

3. The Hangarkeepers Liability Each Aircraft Deductible stated in the Declarations is the most you will pay under Coverage D for damages because of physical injury sustained by any one "aircraft" and the Hangarkeepers Liability Any One Occurrence Deductible stated in the is the most you will have to pay under Coverage D for damages because of physical injury sustained by all "aircraft" in any one "occurrence".

This Endorsement effective June 1, 2016
forms part of Policy Number AAP N11235645 002
Issued to Jefferson County - Jack Brooks Regional Airport
By ACE Property And Casualty Insurance Company

FEES AND EXPENSES INCLUDED WITHIN DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATOR GENERAL LIABILITY POLICY.

If the amount of damages or medical expenses which you have to pay as the result of one "occurrence" or offense is less than the Each Occurrence or Offense Deductible, we have the right to include within such deductible any fees and expenses incurred by us in the investigation or settlement of the claims or "suits" relating to that "occurrence" or offense, but you will not be required to pay more than the Each Occurrence or Offense Deductible shown in the Declarations.

Authorized Representative

This Endorsement effective June 1, 2016
forms part of Policy Number AAP N11235645 002
Issued to Jefferson County - Jack Brooks Regional Airport
By ACE Property And Casualty Insurance Company

IMMUNITY WAIVER ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATOR GENERAL LIABILITY POLICY.

We will not defend any "suit" seeking damages under Coverages A, B, D, or E on the basis that the insured is not liable due to the performance of governmental functions, unless we are required by statute or are requested by you.

Authorized Representative

This Endorsement effective June 1, 2016
forms part of Policy Number AAP N11235645 002
Issued to Jefferson County - Jack Brooks Regional Airport
By ACE Property And Casualty Insurance Company

AIRPORT LIMITED ENHANCED COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

1. (a) Item 1(c) of Who is an Insured on page 12 of the policy is amended to read:

   A public corporation, you are an insured. Your boards, commissions or agencies and their elective or appointive officers or members thereof are also insureds, but only with respect to your "airport operations".

   (b) Item 1(d) of Who is an Insured on page 13 of the policy is amended to read:

   An organization other than a partnership, joint venture or public corporation, you are an insured. Your subsidiary companies, corporations, firms, affiliates, organizations, including joint ventures of the Named Insured in Item 1 of the Declarations which are owned, financially controlled or under your management control are also insureds but only with respect to your "airport operations". Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Any reference in the policy to F.A.A. is amended to include its foreign equivalent.

3. The following is added to Condition 2 - (Duties In The Event Of Occurrence, Claim or Suit.)

   e. Knowledge of an occurrence by your agent, servant or employee shall not constitute knowledge by you, unless an executive officer, partner, proprietor or an employed risk manager has received such notice.

4. Condition 6 -(Representations) is amended to include:

   d. Your unintentional failure to disclose facts shall not be a basis for denial of any coverage, provided that it is corrected as soon as it is discovered by an executive officer, partner, proprietor or employed risk manager.

   e. Your inadvertent failure to submit reports or contracts or comply with other notices, except those required under Condition 2, shall not invalidate this insurance, provided it is corrected as soon as it is discovered by an executive officer, partner, proprietor or employed risk manager.

5. The Definition of "airport" is amended to read:

   "Airport" means the airport(s) designated in the declarations, and other airports owned or rented by you, including ways and means immediately adjoining such airports.

6. The Definition of "airport operations" is amended to read:

   "Airport operations" means the ownership, maintenance, use or provision of premises, services and facilities necessary or incidental to the operation of the "airport".

Endorsement No. 6

This Endorsement effective June 1, 2016
forms part of Policy Number AAP N11235645 002
Issued to Jefferson County - Jack Brooks Regional Airport
By ACE Property And Casualty Insurance Company

AIRPORT LIMITED ENHANCED COVERAGE ENDORSEMENT (CONT'D.)

7. The Definition of "advertising injury" is amended to include:

   e. Infringement of trademark, service mark or trade name.

8. The Definition of "aircraft" is amended to read:

   "Aircraft" under Coverage D means any aircraft, including its parts, equipment and contents.

9. Item A.6. under Limits of Insurance is amended to read:

   6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you, arising out of any one fire.

10. Exclusion f of Section I of this policy (Aircraft, Auto or Watercraft) does not apply to watercraft less than 26 feet in length.

11. Exclusion a. of Section I of this policy (Expected or Intended Injury) is amended to read:

    This Insurance does not apply to:

    a. Expected or Intended Injury

       "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

12. Exclusion h. of Section I of this policy (Air Meet, Contest, Exhibition) may be deleted, subject to 30 days prior notice to us, at terms to be agreed.

13. Item 2.b. (1) of Who Is An Insured is deleted.

_____
Authorized Representative

This Endorsement effective June 1, 2016
forms part of Policy Number AAP N11235645 002
Issued to Jefferson County - Jack Brooks Regional Airport
By ACE Property And Casualty Insurance Company

VOLUNTEERS ENDORSEMENT

In consideration of the premium at which this policy is written, it is understood and agreed that:

1. Wherever the word employee appears in this policy, the same is deemed to include the insured's volunteers.

2. Wherever reference is made in this policy to the Insured's employment of an employee, the same shall be deemed to also refer to the activities of the Insured's volunteers on behalf of the Insured.

_____
Authorized Representative

This Endorsement effective June 1, 2016
forms part of Policy Number AAP N11235645 002
Issued to Jefferson County - Jack Brooks Regional Airport
By ACE Property And Casualty Insurance Company

POLLUTION ENDORSEMENT

1. Section II, Common Coverage Exclusions, is amended by deleting exclusion A and inserting the following:

   A. Noise and pollution and other perils.

   This Policy does not cover claims directly or indirectly, occasioned by, happening through, in consequence of:

   (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith;
   (b) "Pollution" or contamination of any kind whatsoever;
   (c) electrical or electromagnetic emission or interference of any kind whatsoever,;
   (d) interference with the use of property;
   (e) any direction, obligation, request, demand, order, or statutory or regulatory requirement, or any voluntary decision to do so, that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of "Pollutants" or "Waste".

   unless caused by or resulting in a crash, fire, explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

2. Section VI, Definitions, is amended by as follows:

   a. Definition 6, the definition of "bodily injury", shall be amended by adding the following:

      "Bodily injury" also means fear of bodily injury, sickness, disease, fright or mental anguish.

   b. The following definitions are added:

      "Pollution" means the mere presence of "Pollutants" in any form, as well as the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of "Pollutants" in any form.

      "Pollutants" include, without limitation, solid, liquid, gaseous or thermal irritants, any air emission, contaminant, smoke, vapor, soot, fume, acid, alkali, chemical, "waste", or any material alleged to be a possible or probable carcinogenic, odor, waste water, oil or other petroleum product, infectious or medical waste, asbestos or asbestos product, fungus (including mold or mildew or any mycotoxin, spore, scent or byproduct produced or released by fungi, other than any fungi intended by the insured for consumption.)

      "Waste" includes materials to be recycled, reconditioned or reclaimed, whether or not the material has been disposed of by you or any person handling the waste.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Endorsement No. 11

Special, June 17, 2019

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 17, 2019