

SPECIAL, 7/29/2019 1:30:00 PM

BE IT REMEMBERED that on July 29, 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 (ABSENT)

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

CHIEF PORTER

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
July 29, 2019

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
July 29, 2019**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **29th** day of **July 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:

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

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

PURCHASING:

1. Receive and file bids for (IFB 19-034/YS), Term Contract for Herbicides for Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 8 - 179

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Consider and approve, execute, receive and file an agreement (Agreement 19-039/JW) with LexisNexis and Jefferson County for Lexis Advance online access subscription for the 136th District Court. This agreement is for a one-year term (September 1, 2019 through August 31, 2020), at a monthly cost of \$76.00 for (2) users.

SEE ATTACHMENTS ON PAGES 180 - 184

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

COMMUNITY SUPERVISION:

3. Receive and file annual budget report as required by the Texas Government Code. (Included are reports for the TDCJ Basic Funding, Intervention & Pre Trial, Women's Center, Community Service Restitution, Mental Health Initiative and Specialized Case Load-Hi Need.)

SEE ATTACHMENTS ON PAGES 185 - 190

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY AUDITOR:

4. Receive and file Financial & Operating Statements - County Funds for the Month Ending June 30, 2019.

SEE ATTACHMENTS ON PAGES 191 - 208

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

5. Consider and approve electronic disbursement for \$642,086.89 to LaSalle for revenue received from entities for inmate housing.

Action: TABLED

6. Regular County Bills - check #461722 through checks #461947.

SEE ATTACHMENTS ON PAGES 209 - 217

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

7. Consider and approve budget amendment - District Attorney - replace two vehicles.

120-2030-412-6007	AUTOMOBILES	\$60,416.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$60,416.00

SEE ATTACHMENTS ON PAGES 218 - 218

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

8. Consider and approve budget transfer - Voter Registration - additional cost for forms.

120-1031-415-3078	OFFICE SUPPLIES	\$2,500.00	
120-1031-415-3084	MINOR EQUIPMENT		\$2,500.00

SEE ATTACHMENTS ON PAGES 219 - 219

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

ADDENDUMS

9. Consider and approve budget transfer– Indigent Health – additional cost for relief pharmacist.

120-5079-442-5077	CONTRACTUAL SERVICE	\$4,500.00	
120-5079-442-3084	MINOR EQUIPMENT		\$1,000.00
120-5079-442-3078	OFFICE SUPPLIES		\$3,500.00

SEE ATTACHMENTS ON PAGES 220 - 220

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

10. Consider and approve budget transfer – Voter Registration – additional cost for forms.

120-1031-415-3078	OFFICE SUPPLIES	\$2,500.00	
120-1031-415-3084	MINOR EQUIPMENT		\$1,000.00
120-1031-415-5001	ADVERTISING		\$1,500.00

SEE ATTACHMENTS ON PAGES 221 - 221

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

COUNTY COMMISSIONERS:

11. Consider and possibly adopt a Resolution recognizing Tina Benoit for 28 years of dedicated service to Jefferson County and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 222 - 222

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

12. Consider and possibly approve extension of MOU regarding Absent Student Assistance Project (A.S.A.P.) program until September 31, 2019.

SEE ATTACHMENTS ON PAGES 223 - 228

Action: TABLED

HUMAN RESOURCES:

13. Consider and possibly approve granting extended leave without pay for up to 90 days for Eboni Nelson, a Detention Officer with the Jefferson County Correctional Facility. The extended leave would be effective July 25, 2019.

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

MAINTENANCE (BEAUMONT):

14. Consider and possibly adopt a Resolution recognizing Jerome Brown for his 17 years and 9 months of service to the Jefferson County Maintenance Department and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 229 - 230

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

SHERIFF'S DEPARTMENT:

15. Consider and possibly approve a Resolution recognizing Harold L. Garner for 13 years and 3 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and in wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 231 - 232

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, 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

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 or box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

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

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

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

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

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. County Holidays – 2019:

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

7. **Rejection or Withdrawal**

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

8. **Emergency/Declared Disaster Requirements**

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

9. **Award**

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

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

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

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

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendors must enter the required information on Form 1295, and print a copy of the completed form.

The form will include a certification of filing that will contain a unique certification number.

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

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

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.

- 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 so 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 Isopropylamine salt of imazaphyr	2.5 gal. 5 gal. cube
2	Tordon 101 – to contain 10.2% 4-amino-3, 5,6-trichloropicolinic acid (picloram), tri-isopropanolamine salt 39.6% 2,4-Dichlorophenoxyacetic acid, tri-isopropanolamine 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: Morning Star Industries

Bidder's TAX ID Number: 65 0830075

Contact Person: Steve Cook **Title:** General Manager

Phone Number (with area code): (800) 440-6050

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

Fax Number (with area code): (772) 334-7929

Email Address: Steve@morningstarusa.com

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

819 S. Federal Hwy, Suite 205

Shatt, FL 34994

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:

Morning Star Industries

Company Name

For clarification of this offer, contact:

PO Box 12066

Address

Steve Cook

Name

Jensen Beh FL 34958

City

State

Zip

(800) 440-6050 (772) 334-7999

Phone

Fax

Kelly Brink

Signature of Person Authorized to Sign

Steve@morningstarusa.com

E-mail

Kelly Brink

Printed Name

Director of Contracting

Title

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.	Polaris		\$ 158.00
1B	POLARIS or equivalent	5 gal. cube			\$
2	Tordon 101 or equivalent	2.5 gal			\$
3A	Roundup or equivalent	2.5 gal	Ranger Pro		\$ 36.00
3A	Roundup or equivalent	5 gal. cube			\$
4	Opensight	1.25 lbs	Opensight		\$ 125.00
5a	Esplanade 200 SC	Quart	Esplanade		\$ 387.00
5b	Espanade 200 SC	Gallon 2 1/2 gallon	Espanade		\$ 3,375.00
6	Oust Extra or equivalent	4 lb.	Oust Extra		\$ 135.00
7	Sunset Sufactant or equivalent	2.5 gal.	Sunset Sufactant		\$ 27.00
8A	Plateau or equivalent	2.5 gal 1 gal jug	Plateau		\$ 141.00
8B	Plateau or equivalent	5 gal. cube 1 gal jug	Plateau		\$ 141.00
9A	24-D or equivalent	2.5 gal	Weedar 64		\$ 35.00
9B	24-D or equivalent	5 gal. cube			\$
10A	Garlon 4 or equivalent	2.5 gal	Element 4		\$ 130.00
10B	Garlon 4 or equivalent	5 gal. cube			\$

* note - for 2.5 gal NOT 1 gallon

1 gal jugs

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.

Vendor References

Agency Name: Texas Parks and Wildlife Department (TPWD - Inland Fisheries)

Address: 7571 N. Hwy 6, Bryan TX 77807

Buyer: Judy Ahrens [Judy.Ahrens@tpwd.texas.gov] 512-718-3703 Fax: 512-389-4890

Delivery POC: Jodi Swonke Jodi.swonke@tpwd.texas.gov 903-566-1615 x200

Contract Period: TXMAS Contract

Scope of Work: Herbicide (Methylated Seed Oil - 385 Cases)

Agency Name: City of Plano Texas

Address: 4040 W. Plano Pkwy. Plano, Texas, 75093

Contact: Ron Taylor (*Park Maintenance Supervisor*) ronta@plano.gov 972-769-4239 Fax: 972-941-7239

Contract Period: 1/7/2019–1/6/2020

Scope of Work: Herbicide (FIPRONIL .0143 30 LB BAGS (Qty:800 Bags)

Agency Name: Texas Department of Transportation

Address: 2157 HIGHWAY 36 SOUTH, CALDWELL TX 77836

Buyer: Paul Gonzales Paul.Gonzales@txdot.gov (713) 802-5149

Delivery POC: Joel Withem (979) 567-7862

Contract Period: TXMAS Contract

Scope of Work: Herbicide (Clearcast Herbicide(4X1 Gal) 8 Cases)

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.

<p><u>Morning Star Industries</u> Bidder (Entity Name)</p> <p><u>PO Box 12166</u> Street & Mailing Address</p> <p><u>Jensen Beach, FL 34957</u> City, State & Zip</p> <p><u>(800) 440-6050</u> Telephone Number</p> <p><u>Kelly@morningstarusa.com</u> E-mail Address</p>	<p><u>Kelly Brill</u> Signature</p> <p><u>Kelly Brill</u> Print Name</p> <p><u>7/8/19</u> Date Signed</p> <p><u>(772) 334-7929</u> Fax Number</p>
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Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.5em;">NH</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; border-bottom: 1px solid black; margin: 5px 0;">Name of Officer</p> <p style="font-size: 0.8em;">This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%; text-align: center;"> <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: center;"> <p style="font-size: 1.5em;">7/8/19</p> <p style="font-size: 0.8em;">Date</p> </div> </div>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

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

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

☐ Yes ☒ No

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

Did the Prime Contractor/Consultant . . .

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

** Bid only for material goods - no subcontractors needed.*
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.

Kelly Brill
Printed Name of Authorized Representative

Kelly Brill
Signature

Director of Contracting
Title

7/9/19
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: Morning Star Industries HUB: p Yes ☐ p No ☒
 Address: PO Box 1266 Jensen Bch FL 34958
 Street City State Zip
 Phone (with area code): (800) 440-6050 Fax (with area code): (772) 334-7929
 Project Title & No.: Term Contract for Herbicides Jack Brooks Regional Airport
 Prime Contract Amount: \$ Varied

HUB Subcontractor Name: NA
 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: _____

<u>Kelly Brill</u> Printed Name of Contractor Representative <u>NA</u> Printed Name of HUB	<u>Kelly Brill</u> Signature of Representative <u>NA</u> Signature of Representative	<u>7/9/19</u> Date <u>NA</u> 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: Morning Star Industries HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): _____

Address: PO Box 1216 Jensen Bch FL 34957
Street City State Zip

Phone (with area code): (800) 440-1050 Fax (with area code): (772) 334-7979

Project Title & No.: Herbicides for Jack Brooks Airport IFB/RFP No.: IFB 19-034/YS

Total Contract: \$ Varies Total HUB Subcontract(s): \$ 0.00

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

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

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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: none

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): Kelly Bold

Title: Director of Contract

Signature: Kellie D. Noel

Date: 7/9/19

E-mail address: LEK (a) morningstar.com

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

Name (print or type): Anna Marie Fulgenta

Title: Heaven's Kitchen

Date: 7/9/19

E-mail address: annamarie (g.) mormistatUSA. 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 _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- ☒ I certify that Morning Star Industries [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Stuart, FL (city and state).

Taxpayer Identification Number (T.I.N.):	105-0830075
Company Name submitting bid/proposal:	Morning Star Industries
Mailing address:	PO Box 1246 Stuart Jensen Bch, FL 34957
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**
NA	NA

* 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, Kelly Brill, the undersigned representative of (company or business name) Morning Star Industries (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.

Kelly Brill
Signature of Company Representative

7/8/19
Date

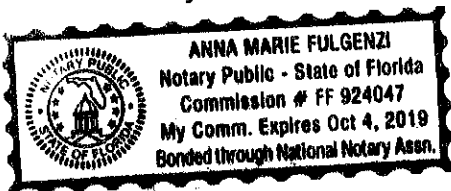
On this 8th day of July, 2019, personally appeared

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

Notary Seal

Anna Marie Fulgenzi
Notary Signature

7/8/19
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.

Morning Star Industries
 Company Name

IFB 19-034/YS
 IFB/RFP/RFQ number

Certification check performed by:

 Purchasing Representative

 Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Florida COUNTY OF Martin

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

on this day personally appeared Kelly Brill, who
(name)

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

"I, Kelly Brill am a duly authorized officer of/agent
(name)
for Morning Star Industries and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Morning Star Industries.
(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."

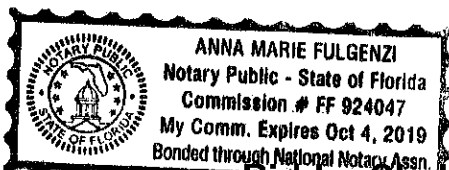
Name and address of bidder: Morning Star Industries
P.O. Box 1256 Jensen Beach, FL 34958

Fax: _____ Telephone# (800) 440-6050
by: Kelly Brill Title: Director of Contracting
(print name)

Signature: Kelly Brill

SUBSCRIBED AND SWORN to before me by the above-named
Kelly Brill on

this the 8th day of July, 2019.



Anna Marie Fulgenzi
Notary Public in and for
the State of Florida.

Bidder Shall Return Completed Form with Offer.

Extremely Urgent

ITB 19-034/Y5

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UPS 2nd Day Air®

Visit ups.com or call 1-800-UPS-USA to schedule a pickup or find a drop off location near you.

Domestic Shipments

To qualify for the Letter rate, IBC Express Forwarder may only contain correspondence, weigh 8 oz. or less, and those listed or weight.

1 LBS

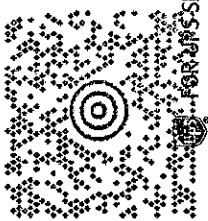
1 OF 141NO DNDIHS-SAR-894

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STUART FL 34994-2952



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UPS Express Forwarder rate. The package must be a single piece of mail.

806121688962

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111:ARK, PURCHASING AGENT

111:8

2. PURCHASING DEPT.

10111 XL INVOICE

1. REET 1ST FLOOR

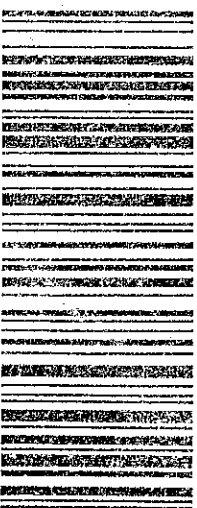
10111 XL INVOICE

6N1TX 77701

PEARL ST

1ST FLOOR

DEPT. PURCHASING DEPT.



UPS 3 DAY SELECT

TRACKING #: 1Z 348 333 12 7306 8884

3

BILLING: P/P

RECEIVED 10:26 AM JUL 12 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

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 or box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

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

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

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

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

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. County Holidays – 2019:

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

7. Rejection or Withdrawal

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

8. Emergency/Declared Disaster Requirements

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

9. Award

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

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

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

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

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 so 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 Isopropylamine 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-Dichlorophenoxyacetic 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: Red River Specialties LLC.

Bidder's TAX ID Number: 721115450

Contact Person: Chad Chambliss **Title:** Bid Manager

Phone Number (with area code): 318-226-2604

Alternate Phone Number if available (with area code): 318-425-5944

Fax Number (with area code): 318-227-3032

Email Address: chad.chambliss@rrsi.com

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:

Red River Specialties LLC.

Company Name

For clarification of this offer, contact:

1324 North Hearne Ave. Ste., 120

Address

Chad Chambliss

Name

Shreveport LA 71107

City State Zip

318-226-2604 318-227-3032

Phone Fax



Signature of Person Authorized to Sign

chad.chambliss@rrsi.com

E-mail

Chad Chambliss

Printed Name

Bid Manager

Title

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.	Polaris Herbicide	Y	\$ 122.90
1B	POLARIS or equivalent	5 gal. cube	No Bid		\$ No Bid
2	Tordon 101 or equivalent	2.5 gal	No Bid		\$ No Bid
3A	Roundup or equivalent	2.5 gal	Ranger Pro	Y	\$ 34.90
3A	Roundup or equivalent	5 gal. cube	No Bid		\$ No Bid
4	Opensight	1.25 lbs	Opensight	Y	\$ 105.00
5a	Esplanade 200 SC	Quart	Esplanade 200SC	Y	\$ 325.25
5b	Espanade 200 SC	Gallon	Esplaande 200 SC	Y	\$ 2924.80
6	Oust Extra or equivalent	4 lb.	Oust Extra	Y	\$ 119.80
7	Sunset Sufactant or equivalent	2.5 gal.	RRSI NIS 90-10 surfactant	Y	\$ 23.63
8A	Plateau or equivalent	2.5 gal 1 gal. Cont.	Plateau Herbicide	Y	\$ 118.16
8B	Plateau or equivalent	5 gal. cube	Plateau Herbicide	Y	\$ 584.75
9A	24-D or equivalent	2.5 gal	Weedar 64	Y	\$ 33.88
9B	24-D or equivalent	5 gal. cube	No Bid		\$ No Bid
10A	Garlon 4 or equivalent	2.5 gal	Garlon 4 Ultra	Y	\$ 162.38
10B	Garlon 4 or equivalent	5 gal. cube	No Bid		\$ No Bid

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: South Florida Water Mgmt. District

Address: 3301 Gun Club Road

Contact Person and Title: Jocelyn Harris-Fitzroy

Phone: 561-682-2298 Fax: 561-682-5754

Email Address: jharrisf@sfwmd.gov Contract Period: 2004-present

Scope of Work: Herbicide Sales

REFERENCE TWO

Government/Company Name: Association of County Commissioners of Alabama

Address: 100 North Jackson St.

Contact Person and Title: Chase Cobb / Contract Administrator

Phone: 334-263-7594 Fax: 334-263-7678

Email Address: ccobb@alabamacounties.org Contract Period: 2012-present

Scope of Work: Herbicide Sales

REFERENCE THREE

Government/Company Name: State of Louisiana

Address: 1201 North Third St. Baton Rouge, LA 70802

Contact Person and Title: Andrew Guzzardo

Phone: 225-342-8010 Fax: _____

Email Address: andrew.guzzardo@la.gov Contract Period: 2012-present

Scope of Work: Herbicide Sales

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.

Red River Specialties LLC.

Bidder (Entity Name)

1324 North Hearne Ave. Ste., 120

Street & Mailing Address

Shreveport, LA 71107

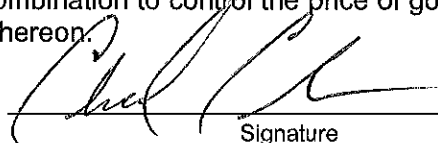
City, State & Zip

318-425-5944

Telephone Number

chad.chambliss@rrsi.com

E-mail Address



Signature

Chad Chambliss

Print Name

7/22/2019

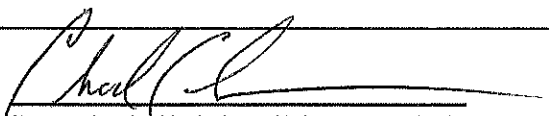
Date Signed

318/227/3032

Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. Red River Specialties LLC. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center;"> <u>Purchasing Department</u> Name of Officer </div> <p>This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> 4  Signature of vendor doing business with the governmental entity </div> <div style="width: 35%; text-align: center;"> <u>7/22/2019</u> Date </div> </div> </div>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

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

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

☐ Yes ☒ No

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

Did the Prime Contractor/Consultant . . .

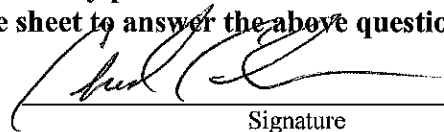
- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for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

Chad Chambliss

Printed Name of Authorized Representative



Signature

Bid Manager

Title

7/22/2019

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: <u>Red River Specialties LLC.</u>			HUB: p Yes <input checked="" type="radio"/> No <input type="radio"/>
Address: <u>1324 North Hearne Ave. Ste., 120</u>	<u>Shreveport</u>	<u>LA</u>	<u>71107</u>
Street	City	State	Zip
Phone (with area code): <u>318-425-5944</u>		Fax (with area code): <u>318-227-3032</u>	
Project Title & No.: <u>Term Contract for Herbicides Jack Brooks Regional Airport IFB 19-034/YS</u>			
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:

Chad Chambliss
Printed Name of Contractor Representative

Signature of Representative

7/22/2019
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: Red River Specialties LLC. HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): _____

Address: 1324 North Hearne Ave. Ste., 120 Shreveport LA 71107
Street City State Zip

Phone (with area code): 318-425-5944 Fax (with area code): 318-227-3032

Project Title & No.: Term Contract for Herbicides for Jack Brooks RA IFB/RFP No.: IFB 19-034/YS

Total Contract: \$ _____ Total HUB Subcontract(s): \$ 0

Construction HUB Goals: 12.8% MBE:: 0 % 12.6% WBE: 0 %

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

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

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Subcontractor Name: _____

Address: _____

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

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Subcontractor Name: _____

Address: _____

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

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Chad Chambliss

Title: Bid Manager

Signature:

Date: 7/22/2019

E-mail address: chad.chambliss@rrsi.com

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

Name (print or type): Tiffany Meguess

Title: Customer Service Representative

Date: 7/22/2019

E-mail address: tiffany.mecquess@rrsj.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 _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- ☒ I certify that Red River Specialties LLC. [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Shreveport, LA (city and state).

Taxpayer Identification Number (T.I.N.):	721115450
Company Name submitting bid/proposal:	Red River Specialties LLC.
Mailing address:	1324 North Heame Ave. Ste., 120 Shreveport, LA 71107
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

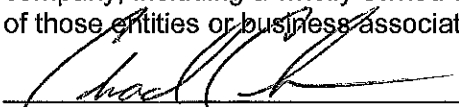
I, Chad Chambliss, the undersigned representative of (company or business name) Red River Specialties LLC. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company 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.

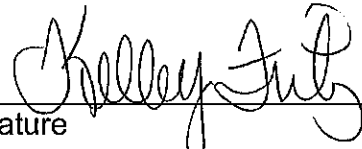

Signature of Company Representative

7/22/2019
Date

On this 22 day of July, 2019, personally appeared

Chad Chambliss, 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

KELLEY FRITZ
NOTARY PUBLIC
CADDO PARISH - LOUISIANA
COMMISSION IS FOR LIFE
NOTARY ID# 61782

7/22/2019
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

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

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 Louisiana COUNTY OF Caddo (Parish)

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

on this day personally appeared Chad Chambliss, who
(name)
after being by me duly sworn, did depose and say:

"I, Chad Chambliss am a duly authorized officer of/agent
(name)
for Red River Specialties LLC. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Red River Specialties LLC.
(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: Red River Specialties LLC.
1324 North Hearne Ave. Suite 120., Shreveport, LA 71107


Fax: 318-227-3032 Telephone# 318-425-5944
by: Chad Chambliss Title: Bid Manager
(print name)

Signature: 

SUBSCRIBED AND SWORN to before me by the above-named
Chad Chambliss on

this the 22 day of July, 20 19.

KELLEY FRITZ
NOTARY PUBLIC
CADDO PARISH - LOUISIANA
COMMISSION IS FOR LIFE
NOTARY ID# 61782


Notary Public in and for
the State of Louisiana

Bidder Shall Return Completed Form with Offer.

ACTION BY UNANIMOUS
WRITTEN CONSENT OF THE
BOARD OF MANAGERS
OF

RED RIVER SPECIALTIES, LLC

The undersigned, being all the Managers of Red River Specialties, LLC a Louisiana limited liability company (the "Company"), acting pursuant to Section 3 of the Limited Liability Company Agreement for the Company dated as of December 31, 2016 (the "Agreement"), do hereby consent to the adoption of, and do hereby adopt, the following resolutions with the same force and effect as if they had been approved and adopted by a unanimous vote of the Managers at a duly convened meeting of the Board of Managers of the Company (the "Board"):

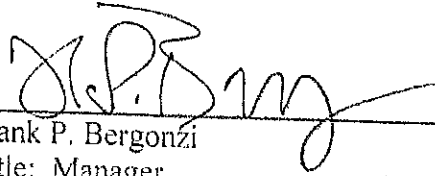
WHEREAS: The Company desires to grant certain signing authority to Chad Chambliss and Heidi Branness as described hereunder;

RESOLVED: that Heidi Branness of the Company is hereby authorized, until otherwise ordered, to enter into, execute and deliver in the name and on behalf of the company any contract, agreement, conveyance, bid or any other instrument that may be deemed by her necessary and proper for the business of the Company, without further act or resolution of this board provided that such authorization or commitment shall not exceed \$30,000 individually;

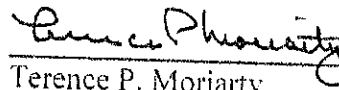
RESOLVED: Chad Chambliss of the Company is hereby authorized, until otherwise ordered, to enter into, execute and deliver in the name and on behalf of the Vegetation Management of the Company, any and all bids that may be deemed by him necessary and proper for the business of the Company without further act or resolution of this board;

**** Remainder of Page Intentionally Left Blank ****

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Managers of Red River Specialties, LLC, have executed this written consent as of the 4th day of May 2017.



Frank P. Bergonzi
Title: Manager



Terence P. Moriarty
Title: Manager



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

94

DATE (MM/DD/YYYY)
11/16/2018

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 Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
INSURED Red River Specialties, LLC c/o ADAPCO 550 Aero Lane Sanford, FL 32771 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: XL Insurance America Inc	
	INSURER B: Commerce & Industry Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** W8867939**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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	US00076793LI18A	10/01/2018	11/15/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
B	AUTOMOBILE LIABILITY	Y	CA 4257273	11/15/2018	11/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	IT00014420LI18A	10/01/2018	11/15/2019	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	WC 062499168	11/15/2018	11/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Automobile Liability	Y	CA 4257274	11/15/2018	11/15/2019	Combined Single Limit \$1,000,000
	Any MA Auto					

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

RE: Contract 1FB 11-040/AW

Excess Liability Limits: This liability insurance forms part of a global program of insurance for which XL Insurance Company SE has issued a Master Policy covering the above insured and its group of companies as follows: Policy Number IT00014420LI18A, Effective 10/1/2018 - 11/15/2019. Master Policy Limit is at least EUR 4,317,785.80 equivalent to USD SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

Jefferson County
Purchasing Department
1st Floor
1149 Pearl Street
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

© 1988-2016 ACORD CORPORATION. All rights reserved.

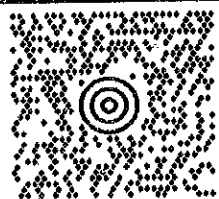
CHAD CHAMBLISS
3184255944
RRSI CORPORATE
1324 NORTH HEARNE AVE
SHREVEPORT LA 71107

1.0 LBS LTR

1 OF 1

SHIP TO:

DEBROAH CLARK
4098358593
JEFFERSON COUNTY PURCHASING DEPT.
1149 PEARL STREET, 1ST FLOOR
BEAUMONT TX 77701



TX 777 0-01



UPS NEXT DAY AIR EARLY

TRACKING #: 1Z 2R6 R07 15 9229 8233

1 +



BILING: P/P

Reference No.1: 39000-35
Reference No.2: IFB 19-034/YS

X01.19.07.33

NV45 12.0A 04/2019



RECEIVED 0845 JUL 23 2019

https://speedship.wvex.com/pl/apex/?p=77055:23:114315289034 FOR UPS SHIPPING ON 8/3/2024



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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – June 19, 2019 and June 26, 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

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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 or box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

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

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

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

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

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. County Holidays – 2019:

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

7. **Rejection or Withdrawal**

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

8. **Emergency/Declared Disaster Requirements**

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

9. **Award**

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

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

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

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

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply 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 Isopropylamine salt of imazaphyr	2.5 gal. 5 gal. cube
2	Tordon 101 – to contain 10.2% 4-amino-3, 5,6-trichloropicolinic acid (picloram), tri-isopropanolomine salt 39.6% 2,4-Dichlorophenoxyacetic 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: SiteOne Landscape Supply

Bidder's TAX ID Number: 36-4485550

Contact Person: Keith McGinty / bids Dept. **Title:** Director

Phone Number (with area code): 216-706-9250 ext. 2

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

Fax Number (with area code): 248-581-1433

Email Address: bids@SiteOne.com

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

SiteOne Landscape Supply
Address 1385 East 36th Street
Cleveland, Ohio 44114
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 **SiteOne Landscape Supply**
1385 East 36th Street
Cleveland, Ohio 44114

Address

City State Zip

Signature of Person Authorized to Sign

Keith McGinty

Printed Name

Director

Title

For clarification of this offer, contact:

Keith McGinty / Bids Dept.

Name

216-706-9250 ext-2 / 248-581-1433

Phone

Fax

bids@SiteOne.com

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.	Polan's	Yes	\$ 221.74
1B	POLARIS or equivalent	5 gal. cube	<u>NO BID</u>		
2	Tordon 101 or equivalent	2.5 gal			
3A	Roundup or equivalent	2.5 gal	Ranger Pro	Yes	\$ 38.44
3A	Roundup or equivalent	5 gal. cube	<u>NO BID</u>		
4	Opensight	1.25 lbs			
5a	Espanade 200 SC	Quart			\$
5b	Espanade 200 SC	Gallon			\$
6	Oust Extra or equivalent	4 lb.			\$
7	Sunset Sufactant or equivalent	2.5 gal.	lesco spreader sticker	Yes	\$ 54.72
8A	Plateau or equivalent	2.5 gal	<u>NO BID</u>		
8B	Plateau or equivalent	5 gal. cube			
9A	24-D or equivalent	2.5 gal	lesco three way selective	Yes	\$ 64.04
9B	24-D or equivalent	5 gal. cube	NO	BID	\$
10A	Garlon 4 or equivalent	2.5 gal	lesco Triclopyr 4 Ester	Yes	\$ 175.58
10B	Garlon 4 or equivalent	5 gal. cube	NO	BID	\$

Acknowledgment of Addenda (if any): None

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: Please see attached

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.

Government Agencies That Your Firm Has Done Business With:

All the above

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.

<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> SiteOne Landscape Supply 1385 East 36th Street Cleveland, Ohio 44114 </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> Street & Mailing Address </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> City, State & Zip </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> Telephone Number </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> E-mail Address </div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> Signature </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> Keith McGinty Print Name </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> Date Signed </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> Fax Number </div>
<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 2ke-706-9250 ext. 2 </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> bids@SiteOne.com </div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 07-19-19 </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 248-581-1433 </div>

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center; font-size: 1.2em; font-weight: bold;">SiteOne Landscape Supply</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <small>(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.)</small> </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; font-size: 1.2em; font-weight: bold; margin: 5px 0;">None</div> <div style="text-align: center; font-size: 0.8em;">Name of Officer</div> <p style="font-size: 0.8em;">This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <div style="text-align: center; font-size: 1.2em; font-weight: bold; margin-top: 10px;">None</div> </div>		
<div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> <div style="width: 60%;"> <div style="border: 1px solid black; padding: 2px; text-align: center; font-size: 1.2em; font-weight: bold;">None</div> <div style="text-align: center; font-size: 0.8em;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 35%; text-align: center;"> <div style="border: 1px solid black; padding: 2px; font-size: 1.2em; font-weight: bold;">07-19-19</div> <div style="text-align: center; font-size: 0.8em;">Date</div> </div> </div>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

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

Adopted 8/7/2015

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 *-no subcontractors will be used, we will be supplying products only!*

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

Did the Prime Contractor/Consultant . . .

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

Keith McGinty

Printed Name of Authorized Representative

Director

Title



Signature

07-19-19

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: _____

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

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

N/A

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Subcontractor Name: _____

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): **Keith McGinty**

Title: Director

Signature:

Date: 07-19-19

E-mail address: hids@SiteOne.com

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

Name (print or type): Monique Potts

Title: Bids Rep

Date: 07-19-19

E-mail address: **bids@SiteOne.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 _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- ☒ I certify that **SiteOne Landscape Supply** [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Roswell, GA (city and state).

Taxpayer Identification Number (T.I.N.):	36-4485550
Company Name submitting bid/proposal:	SiteOne Landscape Supply
Mailing address:	1385 East 36th Street Cleveland, Ohio 44114
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, Keith McGinty the undersigned representative of (company or business name) SiteOne Landscape Supply (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

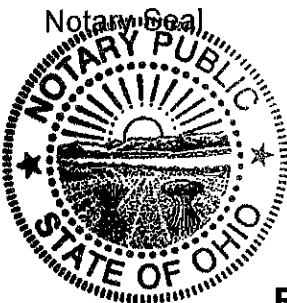
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Keith McGinty
Signature of Company Representative

07-19-19
Date

On this 19th day of July, 2019, personally appeared

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



Rosalin Santiago
Notary Signature

07-19-19
Date

ROSALIN SANTIAGO
Notary Public - State of Ohio
Recorded in Cuyahoga County
My Commission Expires 12-25-19

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.

SiteOne Landscape Supply

Company Name

19-034/YS

IFB/RFP/RFQ number

Certification check performed by:

Keith McGinty

Purchasing Representative

07-19-19

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 Ohio COUNTY OF Cuyahoga

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

Keith McGinty
on this day personally appeared _____, who
(name)

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

"I, **Keith McGinty** am a duly authorized officer of/agent
(name)
for **SiteOne Landscape Supply** and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said **SiteOne Landscape Supply**.
(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: **SiteOne Landscape Supply**
1385 East 36th Street
Cleveland, Ohio 44114

Fax: 248-581-1433 Telephone# 216-706-9250 ext. 2
by: **Keith McGinty** Title: Director
(print name)

Signature: *[Signature]*

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

this the 19th day of July, 2019.



Rosalin Santiago
Notary Public in and for
the State of Ohio

ROSALIN SANTIAGO
Notary Public - State of Ohio
Recorded in Cuyahoga County
My Commission Expires 12-25-19

Bidder Shall Return Completed Form with Offer.

Nufarm

POLARIS®**Herbicide**

Applications may be made for the control of undesirable emergent and floating aquatic vegetation in estuarine marine surface water. For the control of undesirable vegetation in fencerows, non-irrigation ditch banks, for establishment and maintenance of wildlife openings, grass pastures and rangeland; unimproved industrial noncropland Bermudagrass and Bahiagrass, under certain paved areas, and industrial noncropland areas including railroad, utility, pipeline and highway rights-of-way, utility plant sites, petroleum tank farms, pumping installations, storage areas, non-irrigation ditchbanks, roads, transmission lines, and industrial bareground areas.

ACTIVE INGREDIENT:

Isopropylamine salt of Imazapyr: (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid)*.....

27.7%

OTHER INGREDIENTS:

72.3%

TOTAL:

100.0%

*Equivalent to 22.62% 2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid or 2 pounds acid per gallon.

KEEP OUT OF REACH OF CHILDREN
CAUTION / PRECAUCION

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail.)

SEE INSIDE BOOKLET FOR ADDITIONAL
 PRECAUTIONARY STATEMENTS

For Chemical Spill, Leak, Fire, or
 Exposure, Call CHEMTREC
 (800) 424-9300

For Medical Emergencies Only,
 Call (877) 325-1840

Have the product container label with you when calling a poison control center or doctor or going for treatment.

EPA Reg. No. 228-534

Manufactured for
 Nufarm Americas Inc.
 160 Harvester Drive
 Burr Ridge, IL 60527

Nufarm

SAFETY DATA SHEET

Polaris® Herbicide



1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name: Polaris® Herbicide
EPA Reg. No.: 228-534
Product Type: Herbicide

Company Name: Nufarm Americas Inc.
 11901 S. Austin Avenue
 Alsip, IL 60803
 1-800-345-3330

Telephone Numbers: For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident,
 Call CHEMTREC Day or Night: 1-800-424-9300
 For Medical Emergencies Only, Call 1-877-325-1840

This product is an EPA FIFRA registered pesticide. Some classifications on this SDS are not exactly the same as on the FIFRA label. Certain sections are superseded by federal law governed by EPA for a registered pesticide. Please see Section 15. REGULATORY INFORMATION for explanation.

2. HAZARDS IDENTIFICATION

PHYSICAL HAZARDS:

Not hazardous

HEALTH HAZARDS:

Not hazardous

ENVIRONMENTAL HAZARDS:

Not hazardous

SIGNAL WORD:

None Required

HAZARD STATEMENTS:

Not hazardous in accordance with 29CFR 1910.1200 (Hazcom 2012)

PRECAUTIONARY STATEMENTS

Use with appropriate protective equipment.

3. COMPOSITION / INFORMATION ON INGREDIENTS

COMPONENTS	CAS NO.	% BY WEIGHT
Isopropylamine Salt of Imazapyr	81510-83-0	22 – 23.3
Other Ingredients	Trade Secret	Trade Secret

Synonyms: 2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid

Ingredients not precisely identified are proprietary or non-hazardous. Values are not product specifications.

4. FIRST AID MEASURES

If Inhaled: Move person to fresh air. Seek medical attention if symptoms develop.

If in Eyes: Hold eye open and rinse slowly and gently with water for sever minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Seek medical attention if irritation persists.

If on Skin or Clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water Seek medical attention if irritation persists.

If Swallowed: Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person. Seek medical attention if symptoms develop

Most Important symptoms/effects, acute and delayed: None expected.

SAFETY DATA SHEET

Polaris® Herbicide

Indication of Immediate medical attention and special treatment if needed: Immediate medical attention is not generally required. For ingestion there is no specific antidote available. Treat symptomatically.

5. FIRE FIGHTING MEASURES

Extinguishing Media: Use media that is suitable for the surrounding fire.

Special Fire Fighting Procedures: Firefighters should wear NIOSH approved self-contained breathing apparatus and full fire-fighting turn out gear. Dike area to prevent runoff and contamination of water sources. Dispose of fire control water later.

Unusual Fire and Explosion Hazards: This product is not flammable or combustible. If water is used to fight fire, contain runoff, using dikes to prevent contamination of water supplies. Dispose of fire control water later.

Hazardous Decomposition Materials (Under Fire Conditions): May produce gases such as oxides of carbon, hydrogen and nitrogen.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions: Wear appropriate protective gear for the situation. See Personal Protection information in Section 8.

Environmental Precautions: Prevent material from entering public sewer systems or any waterways. Do not flush to drain. Large spills to soil or similar surfaces may necessitate removal of topsoil. The affected area should be removed and placed in an appropriate container for disposal.

Methods for Containment: Dike spill using absorbent or impervious materials such as earth, sand or clay. Collect and contain contaminated absorbent and dike material for disposal.

Methods for Cleanup and Disposal: Pump any free liquid into an appropriate closed container. Absorb residues with an inert material and place in a suitable container for disposal. Decontaminate tools and equipment following cleanup. See Section 13: DISPOSAL CONSIDERATIONS for more information.

Other Information: Large spills may be reportable to the National Response Center (800-424-8802) and to state and/or local agencies.

7. HANDLING AND STORAGE

HANDLING:

Avoid contact with skin, eyes, or clothing. Avoid breathing spray mist. Users should wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

Spray solutions of this product should be mixed, stored, and applied only in stainless steel, fiberglass, plastic, and plastic-lined steel containers. DO NOT mix, store, or apply this product or spray solutions of this product in unlined steel (except stainless steel) containers or spray tanks.

STORAGE:

Do not store below 10° F. Do not contaminate water, food, or feed by storage or disposal.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering Controls:

Where engineering controls are indicated by specific use conditions or a potential for excessive exposure, use local exhaust ventilation at the point of generation.

Personal Protective Equipment:

Eye/Face Protection: To avoid contact with eyes, wear chemical goggles or shielded safety glasses. **Skin Protection:** To avoid contact with skin wear long-sleeved shirt and long pants, shoes plus socks, chemical-resistant gloves made of any waterproof material. Washing facilities should be readily accessible to the work area.

Respiratory Protection: Not normally required. If vapors or mists exceed acceptable levels, wear NIOSH approved air-purifying respirator with cartridges/canisters approved for use against pesticides.

General Hygiene Considerations: Personal hygiene is an important work practice exposure control measure and the following general measures should be taken when working with or handling this material: 1) do not store, use and/or consume foods, beverages, tobacco products, or cosmetics in areas where this material is stored; 2) wash hands and face carefully before eating, drinking, using tobacco, applying cosmetics or using the toilet.

SAFETY DATA SHEET

Polaris® Herbicide

Exposure Guidelines:

Component	OSHA		ACGIH		Unit
	TWA	STEL	TWA	STEL	
Imazapyr	NE	NE	NE	NE	
Other Ingredients	NE	NE	NE	NE	

NE = Not Established

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Blue liquid
Odor:	Faint ammonia like
Odor threshold:	No data available
pH:	6.26 (1% w/w dilution in DIW)
Melting point:	No data available
Initial boiling point and boiling range	No data available
Flash point:	>212° F (>100° C)
Evaporation rate:	No data available
Flammability (solid, gas):	No data available
Upper/lower flammability or explosive limits:	No data available
Vapor pressure:	No data available
Vapor density:	No data available
Relative density:	1.057 g/mL @ 20° C
Solubility(ies):	No data available
Partition coefficient: n-octanol/water:	No data available
Autoignition temperature:	No data available
Decomposition temperature:	No data available
Viscosity:	3.766 cSt @20° C; 1.988 cSt @ 40° C
VOC Emission Potential (%):	-0.13 (TGA)

Note: Physical data are typical values, but may vary from sample to sample. A typical value should not be construed as a guaranteed analysis or as a specification.

10. STABILITY AND REACTIVITY

Reactivity: Not reactive.

Chemical Stability: This material is stable under normal handling and storage conditions.

Possibility of Hazardous Reactions: Will not occur

Conditions to Avoid: Excessive heat. Do not store near heat or flame. Do not mix or store this product or solutions of this product in unlined steel containers

Incompatible Materials: Strong oxidizing agents: bases and acids.

Hazardous Decomposition Products: Under fire conditions may produce gases such as oxides of carbon, hydrogen and nitrogen.

11. TOXICOLOGICAL INFORMATION

Likely Routes of Exposure: Eye contact, Skin contact

Eye Contact: Minimally irritating. May cause irritation, redness and tearing.

Skin Contact: Slightly toxic and no more than mildly irritating based on toxicity studies.

Ingestion: Low toxicity based on toxicity studies.

Inhalation: Low toxicity based on toxicity studies.

Delayed, immediate and chronic effects of exposure: None expected.

Toxicological Data:

Data from laboratory studies conducted on Imazapyr Technical:

Oral: Rat LD₅₀: >5,000 mg/kg

Dermal: Rabbit LD₅₀: >5,000 mg/kg

Inhalation: Rat 4-hr LC₅₀: >2.07 mg/l (no mortalities highest dose attainable)

Eye Irritation: Rabbit: Minimally irritating (MMTS= 6.0)

Skin Irritation: Rabbit: Slightly irritating (PDII=0.8)

Skin Sensitization: Not a contact sensitizer in guinea pigs following repeated skin exposure.

SAFETY DATA SHEET**Polaris® Herbicide**

Subchronic (Target Organ) Effects: For imazapyr, no adverse effects at approximately 1,700 mg/kg/day (highest dose tested).

Carcinogenicity / Chronic Health Effects: Imazapyr did not cause cancer in laboratory animals. EPA has classified imazapyr as a Group E (evidence of non-carcinogenicity for humans) carcinogen.

Reproductive Toxicity: The results of animal studies with imazapyr gave no indication of a fertility impairing effect.

Developmental Toxicity: No indications of a developmental toxic / teratogenic effect were seen in animal studies with imazapyr.

Genotoxicity: For imazapyr, no mutagenic effect was found in various tests with microorganisms and mammals.

Assessment Carcinogenicity: None listed with ACGIH, IARC, NTP or OSHA.

12. ECOLOGICAL INFORMATION
Ecotoxicity:
Data on Imazapyr:

96-hour LC ₅₀ Bluegill:	>100 mg/l	Bobwhite Quail 8-day Dietary LC ₅₀ :	>5,000 ppm
96-hour LC ₅₀ Rainbow Trout:	>100 mg/l	Bobwhite Quail Oral LD ₅₀ :	>2,150 mg/kg
48-hour EC ₅₀ Daphnia:	>100 mg/l	Mallard Duck 8-day Dietary LC ₅₀ :	>5,000 ppm
14-day EC ₅₀ Duckweed:	0.024 mg/l	Mallard Duck Oral LD ₅₀ :	>2,150 mg/kg
7-day EC ₅₀ Green Algae:	71 mg/l	Honey Bee LD ₅₀ :	>100 mg/bee

Environmental Fate:

Imazapyr is degraded by microbial metabolism and can be relatively persistent in soils. It has an average half-life in soils that ranges from 2 weeks to 5 months. Half-lives tend to be shorter in forest litter and soils. Imazapyr is water-soluble and variably binds to organic materials in the soils. Although the potential to leach is high, leaching is limited under typical field conditions. In water, imazapyr can be rapidly degraded by photolysis with a half-life averaging 2 days. Due to its rapid photodegradation by sunlight, water contamination by imazapyr is generally not of concern.

13. DISPOSAL CONSIDERATIONS
Waste Disposal Method:

Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal Law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

Container Handling and Disposal:

Nonrefillable Containers 5 Gallons or Less: Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying.

Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or by other procedures approved by State and local authorities. Plastic containers are also disposable by incineration, or, if allowed by State and local authorities, by burning. If burned stay out of smoke.

Nonrefillable containers larger than 5 gallons: Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available. Triple rinse or pressure rinse container (or equivalent) promptly after emptying.

Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times.

Pressure rinse as follows: Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of

SAFETY DATA SHEET**Polaris® Herbicide**

the container, and rinse at about 40 psi for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

Refillable containers larger than 5 gallons: Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller. To clean the container before final disposal, empty the remaining contents from this container into application equipment or a mix tank. Fill the container about 10% full with water and, if possible, spray all sides while adding water. Agitate vigorously or recirculate water with the pump for two minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times.

14. TRANSPORTATION INFORMATION

Follow the precautions indicated in Section 7: HANDLING AND STORAGE of this SDS.

DOT

Not Regulated

IMDG

Not Regulated

IATA

Not Regulated

15. REGULATORY INFORMATION

EPA FIFRA INFORMATION

This chemical is a pesticide product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions for use.

CAUTION. No human or domestic animal hazard statements are required. Follow instructions for Personal Protective Equipment and User Safety Recommendations.

U.S. FEDERAL REGULATIONS

TSCA Inventory: This product is exempted from TSCA because it is solely for FIFRA regulated use.

SARA Hazard Notification/Reporting:

Hazard Categories Under Criteria of SARA Title III Rules (40 CFR Part 370):

Not hazardous

Section 313 Toxic Chemical(s):

None

Reportable Quantity (RQ) under U.S. CERCLA:

None

RCRA Waste Code:

Under RCRA, it is the responsibility of the product user to determine at the time of disposal, whether a material containing the product or derived from the product should be classified as a hazardous waste.

State Information:

Other state regulations may apply. Check individual state requirements.

California Proposition 65: Not Listed.

SAFETY DATA SHEET

Polaris® Herbicide

16. OTHER INFORMATION**National Fire Protection Association (NFPA) Hazard Rating:****Rating for this product: Health: 1 Flammability: 0 Reactivity: 0****Hazards Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe**

This Safety Data Sheet (SDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA-ACCEPTED PRODUCT LABELING (attached to and accompanying the product container). This SDS provides important health, safety and environmental information for employers, employees, emergency responders and others handling large quantities of the product in activities generally other than product use, while the labeling provides that information specifically for product use in the ordinary course.

Use, storage and disposal of pesticide products are regulated by the EPA under the authority of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) through the product labeling, and all necessary and appropriate precautionary, use, storage, and disposal information is set forth on that labeling. It is a violation of Federal law to use a pesticide product in any manner not prescribed on the EPA-accepted label.

Although the information and recommendations set forth herein (hereinafter "Information") are presented in good faith and believed to be correct as of the date hereof, Nufarm Americas Inc. makes no representations as to the completeness or accuracy thereof. Information is supplied upon the condition that the persons receiving same will make their own determination as to its suitability for their purposes prior to use. In no event will Nufarm Americas Inc. be responsible for damages of any nature whatsoever resulting from the use of or reliance upon Information. NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER NATURE ARE MADE HEREUNDER WITH RESPECT TO INFORMATION OR THE PRODUCT TO WHICH INFORMATION REFERS AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED.

Date of Issue: April 12, 2015**Supersedes:** October 16, 2013

Polaris is a registered trademark of Nufarm Americas Inc.

ATTENTION:

This specimen label is provided for general information only.

- This pesticide product may not yet be available or approved for sale or use in your area.
- It is your responsibility to follow all Federal, state and local laws and regulations regarding the use of pesticides.
- Before using any pesticide, be sure the intended use is approved in your state or locality.
- Your state or locality may require additional precautions and instructions for use of this product that are not included here.
- Monsanto does not guarantee the completeness or accuracy of this specimen label. The information found in this label may differ from the information found on the product label. You must have the EPA approved labeling with you at the time of use and must read and follow all label directions.
- You should not base any use of a similar product on the precautions, instructions for use or other information you find here.
- Always follow the precautions and instructions for use on the label of the pesticide you are using.

21225G1-13

**Complete Directions for Use**

The complete broad-spectrum postemergence professional herbicide for industrial, turf and ornamental weed control.

EPA Reg. No. 524-517

2007-1

AVOID CONTACT OF HERBICIDE WITH FOLIAGE, GREEN STEMS, EXPOSED NON-WOODY ROOTS OR FRUIT OF CROPS, DESIRABLE PLANTS AND TREES, BECAUSE SEVERE INJURY OR DESTRUCTION IS LIKELY TO RESULT.

Read the entire label before using this product.

Use only according to label instructions.

It is a violation of Federal law to use this product in any manner inconsistent with its labeling.

Not all products recommended on this label are registered for use in California. Check the registration status of each product in California before using.

Read the "LIMIT OF WARRANTY AND LIABILITY" statement at the end of the label before buying or using. If terms are not acceptable, return at once unopened.

THIS IS AN END-USE PRODUCT. MONSANTO DOES NOT INTEND AND HAS NOT REGISTERED IT FOR REFORMULATION. SEE INDIVIDUAL CONTAINER LABEL FOR REPACKAGING LIMITATIONS.

1.0 INGREDIENTS**ACTIVE INGREDIENT:**

*Glyphosate, N-(phosphonomethyl)glycine,
in the form of its isopropylamine salt..... 41.0%
OTHER INGREDIENTS (including surfactant): 59.0%
100.0%

*Contains 480 grams per liter or 4 pounds per U.S. gallon of the active ingredient glyphosate, in the form of its isopropylamine salt. Equivalent to 356 grams per liter or 3 pounds per U.S. gallon of the acid, glyphosate.

This product is protected by U.S. Patent Nos. 5,683,958; 5,703,015; 6,063,733; 6,121,199; 6,121,200. No license granted under any non-U.S. patent(s).

2.0 IMPORTANT PHONE NUMBERS

FOR PRODUCT INFORMATION OR ASSISTANCE
IN USING THIS PRODUCT,
CALL TOLL-FREE, 1-800-332-3111.
IN CASE OF AN EMERGENCY INVOLVING THIS PRODUCT,
OR FOR MEDICAL ASSISTANCE,
CALL COLLECT, DAY OR NIGHT, (314)-694-4000.

3.0 PRECAUTIONARY STATEMENTS**3.1 Hazards to Humans and Domestic Animals**

Keep out of reach of children.

CAUTION!

CAUSES EYE IRRITATION.

Avoid contact with eyes or clothing.

FIRST AID: Call a poison control center or doctor for treatment advice.	
IF IN EYES	<ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15 - 20 minutes. • Remove contact lenses if present after the first 5 minutes then continue rinsing eye.
<ul style="list-style-type: none"> • Have the product container or label with you when calling a poison control center or doctor, or going for treatment. • You may also contact (314) 694-4000, collect day or night, for emergency medical treatment information. • This product is identified as Ranger PRO® herbicide, EPA Registration No. 524-517. 	

DOMESTIC ANIMALS: This product is considered to be relatively nontoxic to dogs and other domestic animals; however, ingestion of this product or large amounts of freshly sprayed vegetation may result in temporary gastrointestinal irritation (vomiting, diarrhea, colic, etc.). If such symptoms are observed, provide the animal with plenty of fluids to prevent dehydration. Call a veterinarian if symptoms persist for more than 24 hours.

Personal Protective Equipment (PPE)

Applicators and other handlers must wear: long-sleeved shirt and long pants, shoes plus socks. Follow manufacturer's instructions for cleaning/maintaining Personal Protective Equipment (PPE). If there are no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

When handlers use closed systems, enclosed cabs or aircraft in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides (40 CFR 170.240 (d) (4-6)), the handler PPE requirements may be reduced or modified as specified in the WPS.

User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

3.2 Environmental Hazards

Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

3.3 Physical or Chemical Hazards

Spray solutions of this product should be mixed, stored and applied using only stainless steel, aluminum, fiberglass, plastic or plastic-lined steel containers.

DO NOT MIX, STORE OR APPLY THIS PRODUCT OR SPRAY SOLUTIONS OF THIS PRODUCT IN GALVANIZED STEEL OR UNLINED STEEL (EXCEPT STAINLESS STEEL) CONTAINERS OR SPRAY TANKS. This product or spray solutions of this product react with such containers and tanks to produce hydrogen gas which may form a highly combustible gas mixture. This gas mixture could flash or explode, causing serious personal injury, if ignited by open flame, spark, welder's torch, lighted cigarette or other ignition source.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in any manner inconsistent with its labeling. This product can only be used in accordance with the Directions for Use on this label or in separately published Monsanto Supplemental Labeling.

MONSANTO COMPANYSafety Data Sheet
Commercial Product**1. PRODUCT AND COMPANY IDENTIFICATION****1.1. Product identifier****Ranger PRO® Herbicide****1.1.1. Chemical name**

Not applicable.

1.1.2. Synonyms

None.

1.1.3. EPA Reg. No.

524-517

1.2. Product use

Herbicide

1.3. Company

MONSANTO COMPANY, 800 N. Lindbergh Blvd., St. Louis, MO, 63167

Telephone: 800-332-3111, Fax: 314-694-5557

E-mail: safety.datasheet@monsanto.com

1.4. Emergency numbersFOR CHEMICAL EMERGENCY, SPILL LEAK, FIRE, EXPOSURE, OR ACCIDENT Call
CHEMTREC - Day or Night: 1-800-424-9300 toll free in the continental U.S., Puerto Rico, Canada, or
Virgin Islands. For calls originating elsewhere: 703-527-3887 (collect calls accepted).

FOR MEDICAL EMERGENCY - Day or Night: +1 (314) 694-4000 (collect calls accepted).

2. HAZARDS IDENTIFICATION**2.1. Classification**

OSHA Hazard Communication Standard, 29 CFR 1910.1200 (2012)

Acute toxicity, inhalation - Category 4

2.2. Label elements**2.2.1. Signal word**

WARNING!

2.2.2. Hazard pictogram/pictograms**2.2.3. Hazard statement/statements**

Harmful if inhaled.

2.2.4. Precautionary statement/statements

Avoid breathing dust/fume/gas/mist/vapours/spray.

Use only outdoors or in a well-ventilated area.

IF INHALED: Remove person to fresh air and keep comfortable for breathing.

Call a POISON CENTER or doctor/physician if you feel unwell.

2.3. Appearance and odour (colour/form/odour)

Amber /Liquid / Sweet

2.4. OSHA Status

This product is hazardous according to the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Refer to section 11 for toxicological and section 12 for environmental information.

3. COMPOSITION/INFORMATION ON INGREDIENTS**Active ingredient**

Isopropylamine salt of N-(phosphonomethyl)glycine; {Isopropylamine salt of glyphosate}

Composition

COMPONENT	CAS No.	% by weight (approximate)
Isopropylamine salt of glyphosate	38641-94-0	41
Other ingredients		59

The specific chemical identity is being withheld because it is trade secret information of Monsanto Company.

4. FIRST AID MEASURES

Use personal protection recommended in section 8.

4.1. Description of first aid measures

- 4.1.1. Eye contact:** If in eyes, hold eye open and rinse slowly and gently for 15-20 minutes. Remove contact lenses, if present, after first 5 minutes, then continue rinsing. Call a poison control center or doctor for treatment advice. Immediately flush with plenty of water.
- 4.1.2. Skin contact:** Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.
- 4.1.3. Inhalation:** If inhaled, move person to fresh air. If person is not breathing, call emergency number or ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible. Call a poison control center or doctor for treatment advice.
- 4.1.4. Ingestion:** Call poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison center or doctor. Do not give anything by mouth to an unconscious person.

4.2. Most important symptoms and effects, both acute and delayed

- 4.2.1. Eye contact, short term:** May cause temporary eye irritation.
- 4.2.2. Skin contact, short term:** Not expected to produce significant adverse effects when recommended use instructions are followed.
- 4.2.3. Inhalation, short term:** Not expected to produce significant adverse effects when recommended use instructions are followed.
- 4.2.4. Single ingestion:** Not expected to produce significant adverse effects when recommended use instructions are followed.

4.3. Indication of any immediate medical attention and special treatment needed

- 4.3.1. Advice to doctors:** This product is not an inhibitor of cholinesterase.
- 4.3.2. Antidote:** Treatment with atropine and oximes is not indicated.

5. FIRE-FIGHTING MEASURES

5.1. Extinguishing media

5.1.1. Recommended: Water, foam, dry chemical, carbon dioxide (CO₂)

5.2. Special hazards

5.2.1. Unusual fire and explosion hazards

Minimise use of water to prevent environmental contamination.

Environmental precautions: see section 6.

5.2.2. Hazardous products of combustion

Carbon monoxide (CO), phosphorus oxides (PxOy), nitrogen oxides (NOx)

5.3. Fire fighting equipment: Self-contained breathing apparatus. Equipment should be thoroughly decontaminated after use.

5.4. Flash point

Does not flash.

6. ACCIDENTAL RELEASE MEASURES

6.1. Personal precautions

Use personal protection recommended in section 8.

6.2. Environmental precautions

SMALL QUANTITIES:

Low environmental hazard.

LARGE QUANTITIES:

Minimise spread.

Keep out of drains, sewers, ditches and water ways.

Notify authorities.

6.3. Methods for cleaning up

SMALL QUANTITIES:

Flush spill area with water.

LARGE QUANTITIES:

Absorb in earth, sand or absorbent material.

Dig up heavily contaminated soil.

Collect in containers for disposal.

Refer to section 7 for types of containers.

Flush residues with small quantities of water.

Minimise use of water to prevent environmental contamination.

Refer to section 13 for disposal of spilled material.

Use handling recommendations in Section 7 and personal protection recommendations in Section 8.

7. HANDLING AND STORAGE

Good industrial practice in housekeeping and personal hygiene should be followed.

7.1. Precautions for safe handling

When using do not eat, drink or smoke. Wash hands thoroughly after handling or contact. Thoroughly clean equipment after use. Do not contaminate drains, sewers and water ways when disposing of equipment rinse water. Refer to section 13 of the safety data sheet for disposal of rinse water.

7.2. Conditions for safe storage

Minimum storage temperature: -15 °C

Maximum storage temperature: 50 °C

Compatible materials for storage: stainless steel, fibreglass, plastic, glass lining

Incompatible materials for storage: galvanised steel, unlined mild steel, see section 10.

Keep out of reach of children.

Keep away from food, drink and animal feed.

Keep only in the original container.

Partial crystallization may occur on prolonged storage below the minimum storage temperature.

If frozen, place in warm room and shake frequently to put back into solution.

Minimum shelf life: 5 years.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Airborne exposure limits

Components	Exposure Guidelines
Isopropylamine salt of glyphosate	No specific occupational exposure limit has been established.
Other ingredients	No specific occupational exposure limit has been established.

8.2. Engineering controls: No special requirement when used as recommended.

8.3. Recommendations for personal protective equipment

8.3.1. Eye protection: If there is significant potential for contact: Wear chemical goggles.

8.3.2. Skin protection: No special requirement when used as recommended. If repeated or prolonged contact: Wear chemical resistant gloves.

8.3.3. Respiratory protection: No special requirement when used as recommended.

When recommended, consult manufacturer of personal protective equipment for the appropriate type of equipment for a given application.

9. PHYSICAL AND CHEMICAL PROPERTIES

These physical data are typical values based on material tested but may vary from sample to sample. Typical values should not be construed as a guaranteed analysis of any specific lot or as specifications for the product.

Colour/colour range:	Amber
Odour:	Sweet
Form:	Liquid
Physical form changes (melting, boiling, etc.):	
Melting point:	Not applicable.
Boiling point:	No data.
Flash point:	Does not flash.
Explosive properties:	No data.
Auto ignition temperature:	No data.
Self-accelerating decomposition temperature (SADT):	No data.

Oxidizing properties:	No data.
Specific gravity:	1.162 @ 20 °C / 15.6 °C
Vapour pressure:	No significant volatility.
Vapour density:	Not applicable.
Evaporation rate:	No data.
Dynamic viscosity:	No data.
Kinematic viscosity:	No data.
Density:	1.162 g/cm ³ @ 20 °C
Solubility:	Water: Completely miscible.
pH:	4.4 - 5.0
Partition coefficient:	log Pow: < 0.00

10. STABILITY AND REACTIVITY

10.1. Reactivity

Reacts with galvanised steel or unlined mild steel to produce hydrogen, a highly flammable gas that could explode.

10.2. Stability

Stable under normal conditions of handling and storage.

10.3. Possibility of hazardous reactions

Reacts with galvanised steel or unlined mild steel to produce hydrogen, a highly flammable gas that could explode.

10.4. Incompatible materials

galvanised steel; unlined mild steel; see section 10.;
Compatible materials for storage: see section 7.2.

10.5. Hazardous decomposition

Thermal decomposition: Hazardous products of combustion: see section 5.

11. TOXICOLOGICAL INFORMATION

This section is intended for use by toxicologists and other health professionals.

Likely routes of exposure: Skin contact, eye contact

Potential health effects

Eye contact, short term: May cause temporary eye irritation.

Skin contact, short term: Not expected to produce significant adverse effects when recommended use instructions are followed.

Inhalation, short term: Not expected to produce significant adverse effects when recommended use instructions are followed.

Single ingestion: Not expected to produce significant adverse effects when recommended use instructions are followed.

Data obtained on similar products and on components are summarized below.

Similar formulation

Acute oral toxicity

Rat, LD50: 5,108 mg/kg body weight

Practically non-toxic.

Acute dermal toxicity

Rat, LD50 (limit test): > 5,000 mg/kg body weight
Practically non-toxic. No mortality.

Skin irritation

Rabbit, 6 animals, OECD 404 test:

Days to heal: 3
Primary Irritation Index (PII): 0.5/8.0
Essentially non irritating.

Eye irritation

Rabbit, 6 animals, OECD 405 test:

Days to heal: 3
Slight irritation.

Acute inhalation toxicity

Rat, LC50, 4 hours, aerosol: 2.9 mg/L
Other effects: weight loss, breathing difficulty
Practically non-toxic.

Skin sensitization

Guinea pig, 3-induction Buehler test:
Positive incidence: 0 %

N-(phosphonomethyl)glycine; { glyphosate acid}**Genotoxicity**

Not genotoxic.

Carcinogenicity

Not carcinogenic in rats or mice. Listed as Category 2A by the International Agency for Research on Cancer (IARC) but our expert opinion is that classification as a carcinogen is not warranted.

Reproductive/Developmental Toxicity

Developmental effects in rats and rabbits only in the presence of significant maternal toxicity.
Reproductive effects in rats only in the presence of significant maternal toxicity.

12. ECOLOGICAL INFORMATION

This section is intended for use by ecotoxicologists and other environmental specialists.

Data obtained on similar products and on components are summarized below.

Similar formulation**Aquatic toxicity, fish**

Rainbow trout (*Oncorhynchus mykiss*):

Acute toxicity, 96 hours, static, LC50: 5.4 mg/L
Moderately toxic.

Aquatic toxicity, invertebrates

Water flea (*Daphnia magna*):

Acute toxicity, 48 hours, static, EC50: 11 mg/L
Slightly toxic.

Arthropod toxicity

Honey bee (*Apis mellifera*):

Oral/contact, 48 hours, LD50: > 100 µg/bee
Practically non-toxic.

Similar formulation**Aquatic toxicity, algae/aquatic plants****Green algae (*Selenastrum capricornutum*):**

Acute toxicity, 72 hours, static, EbC50 (biomass): 12.4 mg/L

Slightly toxic.

Green algae (*Selenastrum capricornutum*):

Acute toxicity, 72 hours, static, NOEC: 6.3 mg/L

N-(phosphonomethyl)glycine; { glyphosate acid}**Bioaccumulation****Bluegill sunfish (*Lepomis macrochirus*):**

Whole fish: BCF: < 1

No significant bioaccumulation is expected.

Dissipation**Soil, field:**

Half life: 2 - 174 days

Koc: 884 - 60,000 L/kg

Adsorbs strongly to soil.

Water, aerobic:

Half life: < 7 days

13. DISPOSAL CONSIDERATIONS**13.1. Waste treatment methods****13.1.1. Product**

Excess product may be disposed of by agricultural use according to label instructions. Keep out of drains, sewers, ditches and water ways. Recycle if appropriate facilities/equipment available. Burn in proper incinerator. Follow all local/regional/national/international regulations.

13.1.2. Container

See the individual container label for disposal information. Emptied containers retain vapour and product residue. Observe all labeled safeguards until container is cleaned, reconditioned or destroyed. Empty packaging completely. Triple or pressure rinse empty containers. Do NOT contaminate water when disposing of rinse waters. Ensure packaging cannot be reused. Do NOT reuse containers. Store for collection by approved waste disposal service. Recycle if appropriate facilities/equipment available. Follow all local/regional/national/international regulations.

Use handling recommendations in Section 7 and personal protection recommendations in Section 8.

14. TRANSPORT INFORMATION

The data provided in this section is for information only. Please apply the appropriate regulations to properly classify your shipment for transportation.

14.1. US Dept. of Transportation (DOT) Hazardous Materials Regulations (49 CFR Parts 105-180)

Proper Shipping Name (Technical Name if required):	Not regulated for domestic ground transportation. ()
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14.2. IMDG Code

Proper Shipping Name	Not regulated for transport under IMO Regulations ()
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(Technical Name if required):	
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14.3. IATA/ICAO

Proper Shipping Name (Technical Name if required):	Not regulated for transport under IATA/ICAO Regulations ()
---	--

15. REGULATORY INFORMATION**15.1. Environmental Protection Agency****15.1.1. TSCA Inventory**

All components are on the US EPA's TSCA Inventory

15.1.2. SARA Title III Rules

Section 311/312 Hazard Categories: Immediate

Section 302 Extremely Hazardous Substances: Not applicable.

Section 313 Toxic Chemical(s): Not applicable.

15.1.3. CERCLA Reportable quantity

Not applicable.

15.1.4. Federal Insecticide, Fungicide, Rodenticide Act (FIFRA)

This chemical is a pesticide product regulated by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions for use.

CAUTION!

CAUSES EYE IRRITATION

Acute oral toxicity: FIFRA category IV.

Acute dermal toxicity: FIFRA category IV.

Acute inhalation toxicity: FIFRA category IV.

Skin irritation: FIFRA category IV.

Eye irritation: FIFRA category III.

16. OTHER INFORMATION

The information given here is not necessarily exhaustive but is representative of relevant, reliable data.

Follow all local/regional/national/international regulations.

Please consult supplier if further information is needed.

In this document the British spelling was applied.

|| Significant changes versus previous edition.

	Health	Flammability	Instability	Additional Markings
NFPA	1	1	1	
0 = Minimal hazard, 1 = Slight hazard, 2 = Moderate hazard, 3 = Severe hazard, 4 = Extreme hazard				

Full denomination of most frequently used acronyms. BCF (Bioconcentration Factor), BOD (Biochemical Oxygen Demand), COD (Chemical Oxygen Demand), EC50 (50% effect concentration), ED50 (50% effect dose), I.M. (intramuscular), I.P. (intraperitoneal), I.V. (intravenous), Koc (Soil adsorption coefficient), LC50 (50% lethality concentration), LD50 (50% lethality dose), LDLo (Lower limit of lethal dosage), LEL (Lower Explosion Limit), LOAEC (Lowest Observed Adverse Effect Concentration), LOAEL (Lowest Observed Adverse Effect Level), LOEC (Lowest Observed Effect Concentration), LOEL (Lowest Observed Effect Level), MEL (Maximum Exposure limit), MTD (Maximum Tolerated Dose), NOAEC (No Observed Adverse Effect Concentration), NOAEL (No Observed Adverse Effect Level), NOEC (No Observed Effect Concentration), NOEL (No Observed Effect Level), OEL (Occupational Exposure Limit), PEL (Permissible Exposure Limit), PII (Primary Irritation Index), Pow (Partition coefficient n-octanol/water), S.C. (subcutaneous), STEL (Short-Term Exposure Limit), STOT SE (Specific Target Organ Toxicity, Single Exposure), STOT RE (Specific Target Organ Toxicity, Repeated Exposure), TLV-C (Threshold Limit Value-Ceiling), TLV-TWA (Threshold Limit Value - Time Weighted Average), UEL (Upper Explosion Limit)

This Safety Data Sheet (SDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA-APPROVED PRODUCT LABELING (attached to and accompanying the product container). This SDS provides important health, safety, and environmental information for employers, employees, emergency responders and others handling large quantities of the product in activities generally other than product use, while the labeling provides that information specifically for product use in the ordinary course.

Use, storage and disposal of pesticide products are regulated by the EPA under the authority of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) through the product labeling, and all necessary and appropriate precautionary, use, storage, and disposal information is set forth on that labeling. It is a violation of federal law to use a pesticide product in any manner not prescribed on the EPA-approved label.

Although the information and recommendations set forth herein (hereinafter "Information") are presented in good faith and believed to be correct as of the date hereof, MONSANTO Company or any of its subsidiaries makes no representations as to the completeness or accuracy thereof. Information is supplied upon the condition that the persons receiving same will make their own determination as to its suitability for the purposes prior to use. In no event will MONSANTO Company or any of its subsidiaries be responsible for damages of any nature whatsoever resulting from the use of or reliance upon information. NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER NATURE ARE MADE HEREUNDER WITH RESPECT TO INFORMATION OR TO THE PRODUCT TO WHICH INFORMATION REFERS.

LESCO® Spreader-Sticker

Nonionic Surface Active Agent

PRODUCT INFORMATION

LESCO Spreader-Sticker is a high-flash, nonionic general purpose spray adjuvant for use with foliar applied pesticides in turf, landscape and ornamental settings where optimal leaf contact is desired.

Spreader-Sticker works to optimize the performance of pesticides at product label rates by providing more uniform coverage without excessive run-off of the spray while enhancing foliar contact activity.

PRINCIPAL FUNCTIONING AGENTS

Active Ingredients

Alkylaryl/polyoxyethylene glycols: 77.4%

Alkyl fatty acids: 12.0%

Inert Ingredients

Aromatic petroleum derivative solvent: 10.6%

DIRECTIONS FOR USE

Shake well before using.

APPLICATION RATES

Herbicides: Unless otherwise directed by the manufacturer of the herbicide, use 1-3 pints of Spreader-Sticker per 100 gallons of spray for post emergence use of products such as Image®, Basagran®, phenoxy herbicides (i.e. LESCO Three Way), Methanearsonates (i.e. LESCO MSMA 6.6), Poast®, Fusilade®, etc.

Insecticides, fungicides, acaricides: LESCO Spreader-Sticker may also be used to enhance the wetting characteristics of the above pesticides at a rate of 2-8 ounces per 100 gallons of spray mix. The rate will vary depending on plant size and type of foliage to be covered.

Dust control: Use Spreader-Sticker for temporary control of nuisance dust on unimproved roads and in construction zones. Add 2 quarts for every 100 gallons of water volume.

PACKAGING

1 gallon #005182

2.5 gallon #019255

55 gallon drum #007509

1 gallon #091297 (CA only)

LESCO® Spreader-Sticker
Nonionic Surface Active Agent

1 gal. #005182
2.5 gal. #019255
55 gal. drum #007509
1 gal. #091297 (CA only)

LESCO®

LESCO® is a registered trademark of LESCO Technologies, LLC. Image®, Basagran® and Poast® are registered trademarks of BASF Corporation. Fusilade® is a registered trademark of a Syngenta Group Company.

rev. 2.11

www.lesco.com • 1385 East 36th Street, Cleveland, Ohio 44114-4114 • 800-321-5325
LESCO, a John Deere Landscapes brand.



Lesco Spreader Sticker

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product form : Mixture
Product name : Lesco Spreader Sticker
Product code : 80310

1.2. Relevant identified uses of the substance or mixture and uses advised against

1.3. Details of the supplier of the safety data sheet

Lesco, Inc.
1385 East 36th St.
Cleveland, 44114-4114

1.4. Emergency telephone number

Emergency number : 1-800-424-9300
ChemTrec

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

GHS-US classification

Flam. Liq. Not classified
Carc. Not classified
Aquatic Acute 2

H401

2.2. Label elements

GHS-US labelling

Hazard pictograms (GHS-US)



GHS07

Signal word (GHS-US) : Warning
Hazard statements (GHS-US) : H401 - Toxic to aquatic life
Precautionary statements (GHS-US) : P273 - Avoid release to the environment
P501 - Dispose of contents/container to ...

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS-US)

No data available

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

Full text of H-phrases: see section 16

3.2. Mixture

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SECTION 4: First aid measures

4.1. Description of first aid measures

- First-aid measures general : Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).
- First-aid measures after inhalation : Assure fresh air breathing. Allow the victim to rest.
- First-aid measures after skin contact : Remove affected clothing and wash all exposed skin area with mild soap and water, followed by warm water rinse.
- First-aid measures after eye contact : Rinse immediately with plenty of water. Obtain medical attention if pain, blinking or redness persist.
- First-aid measures after ingestion : Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

4.2. Most important symptoms and effects, both acute and delayed

- Symptoms/injuries : Not expected to present a significant hazard under anticipated conditions of normal use.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

- Suitable extinguishing media : Foam. Dry powder. Carbon dioxide. Water spray. Sand.
- Unsuitable extinguishing media : Do not use a heavy water stream.

5.2. Special hazards arising from the substance or mixture

No additional information available

5.3. Advice for firefighters

- Firefighting instructions : Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Avoid (reject) fire-fighting water to enter environment.
- Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

- Emergency procedures : Evacuate unnecessary personnel.

6.1.2. For emergency responders

- Protective equipment : Equip cleanup crew with proper protection.
- Emergency procedures : Ventilate area.

6.2. Environmental precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters. Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

- Methods for cleaning up : Soak up spills with inert solids, such as clay or diatomaceous earth as soon as possible. Collect spillage. Store away from other materials.

6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

- Precautions for safe handling : Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Provide good ventilation in process area to prevent formation of vapour.

7.2. Conditions for safe storage, including any incompatibilities

- Storage conditions : Keep only in the original container in a cool, well ventilated place away from : Keep container closed when not in use.
- Incompatible products : Strong bases. Strong acids.
- Incompatible materials : Sources of ignition. Direct sunlight.
- Storage temperature : ≥ 25 (5 - 42) °C ≥ 77 F (40-107 F) DO NOT FREEZE

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7.3. Specific end use(s)

No additional information available

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

No additional information available

8.2. Exposure controls

Personal protective equipment	: Avoid all unnecessary exposure.
Hand protection	: Wear protective gloves.
Eye protection	: Chemical goggles or safety glasses.
Respiratory protection	: Wear appropriate mask.
Other information	: Do not eat, drink or smoke during use.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Liquid
Colour	: amber.
Odour	: Characteristic odour.
Odour threshold	: No data available
pH	: ≥ 5.5
Relative evaporation rate (butylacetate=1)	: No data available
Melting point	: No data available
Freezing point	: $\leq 0^{\circ}\text{C}$
Boiling point	: $\geq 100^{\circ}\text{C}$
Flash point	: None
Self ignition temperature	: No data available
Decomposition temperature	: No data available
Flammability (solid, gas)	: No data available
Vapour pressure	: No data available
Relative vapour density at 20°C	: No data available
Relative density	: No data available
Density	: $\geq 1.04\text{ g/ml}$
Solubility	: Soluble in water.
Log Pow	: No data available
Log Kow	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosive properties	: No data available
Oxidising properties	: No data available
Explosive limits	: No data available

9.2. Other information

VOC content	: $\leq 10\text{ g/l}$
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SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

10.2. Chemical stability

Not established.

10.3. Possibility of hazardous reactions

Not established.

10.4. Conditions to avoid

Direct sunlight. Extremely high or low temperatures.

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10.5. Incompatible materials

Strong acids. Strong bases.

10.6. Hazardous decomposition products

fume. Carbon monoxide. Carbon dioxide.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity	: Not classified
Skin corrosion/irritation	: Not classified pH: ≥ 5.5
Serious eye damage/irritation	: Not classified pH: ≥ 5.5
Respiratory or skin sensitisation	: Not classified
Germ cell mutagenicity	: Not classified
Carcinogenicity	: Not classified.
Reproductive toxicity	: Not classified
Specific target organ toxicity (single exposure)	: Not classified
Specific target organ toxicity (repeated exposure)	: Not classified
Aspiration hazard	: Not classified
Potential Adverse human health effects and symptoms	: Based on available data, the classification criteria are not met.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - water	: Toxic to aquatic life.
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12.2. Persistence and degradability

Lesco Spreader Sticker	
Persistence and degradability	Not established.

12.3. Bioaccumulative potential

Lesco Spreader Sticker	
Bioaccumulative potential	Not established.

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Other information	: Avoid release to the environment.
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SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations	: Dispose in a safe manner in accordance with local/national regulations. Dispose of contents/container to ...
Ecology - waste materials	: Avoid release to the environment.

SECTION 14: Transport information

In accordance with DOT

No dangerous good in sense of transport regulations

Additional information

Other information	: No supplementary information available.
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ADR

Transport document description :

Transport by sea

No additional information available

Air transport

No additional information available

SECTION 15: Regulatory information

15.1. US Federal regulations

No additional information available

15.2. International regulations

CANADA

No additional information available

EU-Regulations

No additional information available

Classification according to Regulation (EC) No. 1272/2008 [CLP]

Classification according to Directive 67/548/EEC or 1999/45/EC

Not classified

15.2.2. National regulations

No additional information available

15.3. US State regulations

No additional information available

SECTION 16: Other information

Other information : None.

Full text of H-phrases: see section 16:

Aquatic Acute 2	Hazardous to the aquatic environment — AcuteHazard, Category 2
Carc. Not classified	Carcinogenicity Not classified
Flam. Liq. Not classified	Flammable liquids Not classified
H401	Toxic to aquatic life

NFPA health hazard

: 0 - Exposure under fire conditions would offer no hazard beyond that of ordinary combustible materials.

NFPA fire hazard

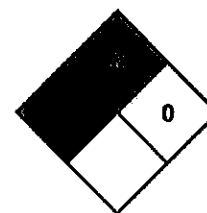
: 0 - Materials that will not burn.

NFPA reactivity

: 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.

NFPA specific hazard

: None



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HMIS III Rating

Health	: 0 Minimal Hazard - No significant risk to health
Flammability	: 0 Minimal Hazard
Physical	: 0 Minimal Hazard
Personal Protection	: B

SDS US (GHS HazCom 2012)

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product

LESCO Three-Way Selective Herbicide

ACTIVE INGREDIENTS:

Dimethylamine Salt of 2,4-Dichlorophenoxyacetic Acid*	30.56%
Dimethylamine Salt of (+)-R-2-(2-Methyl-4-Chlorophenoxy) propionic Acid**‡	8.17%
Dimethylamine Salt of Dicamba (3,6-Dichloro-o-anisic Acid)***	2.77%

OTHER INGREDIENTS:

TOTAL	58.50%
Isomer Specific Method, Equivalent to:	100.00%

*2,4-Dichlorophenoxyacetic Acid	25.38%, 2.38 lbs./gal.
**(+)-R-2-(2-Methyl-4-Chlorophenoxy) propionic Acid	6.75%, 0.63 lbs./gal.
***3,6-Dichloro-o-anisic Acid	2.30%, 0.22 lbs./gal.

‡ CONTAINS THE SINGLE ISOMER FORM OF MECOPROP-p.

KEEP OUT OF REACH OF CHILDREN DANGER – PELIGRO

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail.)

SEE INSIDE BOOKLET FOR ADDITIONAL PRECAUTIONARY STATEMENTS

FIRST AID

If in eyes	<ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing. • Call a poison control center or doctor for treatment advice.
If swallowed	<ul style="list-style-type: none"> • Call a poison control center or doctor immediately for treatment advice. • Have person sip a glass of water if able to swallow. • Do not induce vomiting unless told to by the poison control center or doctor. • Do not give anything by mouth to an unconscious person.
If on skin or clothing	<ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15 to 20 minutes. • Call a poison control center or doctor for treatment advice.
If inhaled	<ul style="list-style-type: none"> • Move person to fresh air. • If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. • Call a poison control center or doctor for further treatment advice.

NOTE TO PHYSICIAN: Probable mucosal damage may contraindicate the use of gastric lavage.

HOT LINE NUMBER

Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact CHEMTREC at 1-800-424-9300 for emergency medical treatment information.

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS DANGER – PELIGRO

Corrosive; causes irreversible eye damage. Do not get in eyes, or on skin or clothing. Harmful if swallowed or inhaled.

ENVIRONMENTAL HAZARDS

This pesticide is toxic to fish and aquatic invertebrates, and may adversely affect non-target plants. Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Drift or runoff may be hazardous to aquatic organisms in water adjacent to treated areas. Do not apply when weather conditions favor drift from target area. Clean and rinse spray equipment using soap or detergent and water, and rinse thoroughly before reuse for other spraying. When cleaning equipment, do not pour the wastewater on the ground; spray or drain over a large area away from wells and other water sources. Do not contaminate water when disposing of equipment washwaters or rinsate. Do not contaminate domestic or irrigation waters.

This chemical has properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination. Application around a cistern or well may result in contamination of drinking water or groundwater.

ENVIRONMENTAL HAZARDS (continued)

Most cases of groundwater contamination involving phenoxy herbicides, such as 2,4-D and MCPP-p, have been associated with mixing/loading and disposal sites. Caution should be exercised when handling these herbicides at such sites to prevent contamination of groundwater supplies. Use of closed systems for mixing or transferring this pesticide will reduce the probability of spills. Placement of the mixing/loading equipment on an impervious pad to contain spills will help prevent groundwater contamination.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. READ ENTIRE LABEL BEFORE USING THIS PRODUCT.

USE STRICTLY IN ACCORDANCE WITH LABEL PRECAUTIONARY STATEMENTS AND DIRECTIONS. NOTE: Do not apply this product by air. Apply with ground equipment only. Do not apply this product through any type of irrigation system.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal.

Your local government may forbid liquids and pesticides in their landfills.

Pesticide Storage: Always use original container to store pesticides in a secured warehouse or storage building. Store at temperatures above 32°F. If allowed to freeze, remix before using. This does not alter the product. Containers should be opened in well-ventilated areas. Keep container tightly sealed when not in use. Do not stack cardboard cases more than two pallets high. Do not store near open containers of fertilizer, seed, or other pesticides.

Pesticide Disposal: Pesticide wastes are toxic. If container is damaged or if pesticide has leaked, contain all spillage. Absorb and clean up all spilled material with granules or sand. Place in a closed, labeled container for proper disposal. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal law and may contaminate groundwater. If these wastes cannot be disposed of by use according to label instructions, contact your state Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

Container Handling: Nonrefillable container. Do not reuse or refill this container. Offer for recycling, if available.

Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.

LESCO is a registered trademark and the sweeping design is a trademark of LESCO Technologies, LLC.
EPA Reg. No. 10404-43 EPA Est. No. 220-IL-1

Any lot number beginning with ① = 070989-1A-001
F1560

Manufactured for LESCO, Inc.
1385 East 38th Street • Cleveland, OH 44114-4114

PULL HERE TO OPEN
PRESS TO RESEAL

RV011311[2]

SAFETY DATA SHEET**LESCO Three-Way Selective Herbicide****1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION****Product Name:** LESCO Three-Way Selective Herbicide**EPA Reg. No.:** 10404-43**Product Type:** Herbicide**Company Name:** LESCO, Inc.
1385 East 36th Street Cleveland,
OH 44114-4114
1-800-347-4272**Telephone Numbers:** For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident,
Call CHEMTREC Day or Night: 1-800-424-9300

This product is an EPA FIFRA registered pesticide. Some classifications on this SDS are not exactly the same as on the FIFRA label. Certain sections are superseded by federal law governed by EPA for a registered pesticide. Please see Section 15. REGULATORY INFORMATION for explanation.

2. HAZARDS IDENTIFICATION**PHYSICAL HAZARDS:**

None known.

HEALTH HAZARDS:

Serious eye damage	Category 1
Acute toxicity, oral	Category 4
Skin Sensitization	Category 1

ENVIRONMENTAL HAZARDS:

Hazardous to aquatic environment, acute	Category 2
Hazardous to aquatic environment, chronic	Category 2

SIGNAL WORD:

DANGER

HAZARD STATEMENTS:

Causes serious eye damage. Harmful if swallowed. May cause an allergic skin reaction. Toxic to aquatic life with long-lasting effects.

**PRECAUTIONARY STATEMENTS**

Wash thoroughly after handling. Do not eat, drink, or smoke when using this product. Wear eye protection and protective gloves. Avoid breathing mist, vapors, or spray. Contaminated work clothing should not be allowed out of the workplace. Avoid release to the environment.

IF SWALLOWED: Call a POISON CENTER or doctor if you feel unwell. Rinse mouth.

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor.

IF ON SKIN: Wash with plenty of soap and water. If skin irritation or rash occurs: Get medical advice. Wash contaminated clothing before reuse.

Collect spillage.

Dispose of contents in accordance with local, state, and federal regulations.

SAFETY DATA SHEET

LESCO Three-Way Selective Herbicide

3. COMPOSITION / INFORMATION ON INGREDIENTS

COMPONENT	CAS NO.	% BY WEIGHT
Dimethylamine Salt of 2,4-Dichlorophenoxyacetic Acid	2008-39-1	29.6 - 31.5
Dimethylamine Salt of Mecoprop-p Acid	66423-09-4	7.75 - 8.6
Dimethylamine Salt of Dicamba (3,6-Dichloro-o-Anisic Acid)	2300-66-5	2.6 - 2.9
Other Ingredients	Trade Secret	Trade Secret

Synonyms: Herbicide Mixture of 2,4-D DMA, Mecoprop-p (MCP-p) DMA and Dicamba

Ingredients not precisely identified are proprietary or non-hazardous. Values are not product specifications.

4. FIRST AID MEASURES

If in Eyes: Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Get immediate medical attention.

If Swallowed: Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person. If symptoms develop, get medical advice.

If Inhaled: Move person to fresh air. If breathing is difficult, administer oxygen. If symptoms develop, get medical advice.

If on Skin or Clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 to 20 minutes. If irritation or rash occurs, get medical advice.

Most important symptoms/effects, acute and delayed: Causes severe eye irritation with possible eye damage. May be harmful if swallowed. May cause allergic skin reaction (sensitization).

Indication of immediate medical attention and special treatment needed, if necessary: Get immediate medical attention for eye contact. For ingestion there is no specific antidote available. Treat symptomatically.

5. FIRE FIGHTING MEASURES

Extinguishing Media: Recommended for large fires: foam or water spray. Recommended for small fires: dry chemical or carbon dioxide.

Special Fire Fighting Procedures: Firefighters should wear NIOSH approved self-contained breathing apparatus and full fire-fighting turn out gear. Dike area to prevent runoff and contamination of water sources. Dispose of fire control water later.

Unusual Fire and Explosion Hazards: If water is used to fight fire, contain runoff, using dikes to prevent contamination of water supplies. Dispose of fire control water later.

Hazardous Decomposition Materials (Under Fire Conditions): May produce gases such as hydrogen chloride and oxides of carbon and nitrogen.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions: Wear appropriate protective gear for the situation. See Personal Protection information in Section 8.

Environmental Precautions: Prevent material from entering public sewer systems or any waterways. Do not flush to drain. Large spills to soil or similar surfaces may necessitate removal of topsoil. The affected area should be removed and placed in an appropriate container for disposal.

Methods for Containment: Dike spill using absorbent or impervious materials such as earth, sand or clay. Collect and contain contaminated absorbent and dike material for disposal.

Methods for Clean-Up and Disposal: Pump any free liquid into an appropriate closed container. Collect washings for disposal. Decontaminate tools and equipment following cleanup. See Section 13: DISPOSAL CONSIDERATIONS for more information.

Other Information: Spills may be reportable to the National Response Center (800-424-8802) and to state and/or local agencies.

7. HANDLING AND STORAGE

HANDLING:

Do not get in eyes, on skin or on clothing. Users should wash hands, face and arms with soap before eating, drinking, chewing gum, using tobacco or using the toilet. Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. Remove Personal Protective Equipment (PPE) immediately after handling this product. Wash outside of gloves before removing. As soon as possible, wash thoroughly and

SAFETY DATA SHEET**LESCO Three-Way Selective Herbicide**

change into clean clothing. Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them.

STORAGE:

Do not store near seed, fertilizer or other pesticides. Always use original container to store pesticides in a secured warehouse or storage building. Store at temperatures above 32° F. If allowed to freeze, remix before using. This does not alter the product. Containers should be opened in well-ventilated areas. Keep container tightly sealed when not in use. Do not contaminate water, food or feed by storage or disposal.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION**Engineering Controls:**

Where engineering controls are indicated by specific use conditions or a potential for excessive exposure, use local exhaust ventilation at the point of generation.

Personal Protective Equipment:

Eye/Face Protection: To avoid contact with eyes, wear face shield, goggles or safety glasses. An emergency eyewash or water supply should be readily accessible to the work area.

Skin Protection: To avoid contact with skin, wear long pants, long-sleeved shirt, shoes plus socks and chemical-resistant gloves. Wear a chemical-resistant apron when mixing or loading, cleaning up spills or equipment, or otherwise exposure to the concentrate. An emergency shower or water supply should be readily accessible to the work area.

Respiratory Protection: Not normally required. If vapors or mists exceed acceptable levels, wear NIOSH approved air-purifying respirator with cartridges/canisters approved for use against pesticides.

General Hygiene Considerations: Personal hygiene is an important work practice exposure control measure and the following general measures should be taken when working with or handling this material: 1) do not store, use and/or consume foods, beverages, tobacco products, or cosmetics in areas where this material is stored; 2) wash hands and face carefully before eating, drinking, using tobacco, applying cosmetics or using the toilet.

Exposure Guidelines:

Component	OSHA		ACGIH		Unit
	TWA	STEL	TWA	STEL	
DMA Salt of 2,4-D	10*	NE	10* (inhalable, skin)	NE	mg/m ³
DMA Salt of Mecoprop-p	NE	NE	NE	NE	
DMA Salt of Dicamba	NE	NE	NE	NE	
Other Ingredients	NE	NE	NE	NE	

*Based on adopted limit for 2,4-Dichlorophenoxyacetic acid

NE = Not Established

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Dark brown liquid
Odor:	Mild odor- slight phenolic
Odor threshold:	No data available
pH:	6.78(1% dispersion in DIW)
Melting point:	Liquid at room temperature
Initial boiling point and boiling range	No data available
Flash point:	Not applicable due to aqueous solution
Evaporation rate:	No data available
Flammability (solid, gas):	No data available
Upper/lower flammability or explosive limits:	No data available
Vapor pressure:	No data available
Vapor density:	No data available
Relative density:	1.127 g/cc @ 21° C
Solubility(ies):	Soluble
Partition coefficient: n-octanol/water:	No data available
Autoignition temperature:	No data available
Decomposition temperature:	No data available
Viscosity:	7.95 cPs @ 21° C
VOC Emission Potential (%):	2.09

SAFETY DATA SHEET

LESCO Three-Way Selective Herbicide

Note: Physical data are typical values, but may vary from sample to sample. A typical value should not be construed as a guaranteed analysis or as a specification.

10. STABILITY AND REACTIVITY

Reactivity: This product is not normally reactive.

Chemical Stability: This material is stable under normal handling and storage conditions.

Possibility of Hazardous Reaction: Will not occur.

Conditions to Avoid: Excessive heat. Do not store near heat or flame.

Incompatible Materials: Strong oxidizing agents: bases and acids.

Hazardous Decomposition Products: Under fire conditions, may produce gases such as hydrogen chloride and oxides of carbon and nitrogen.

11. TOXICOLOGICAL INFORMATION

Likely Routes Of Exposure: Eye and skin contact.

Symptoms of Exposure: Causes severe eye irritation and possible irreversible eye damage. Mildly irritating to the skin based on toxicity studies. Overexposure by skin absorption may cause symptoms similar to those for ingestion. Low inhalation toxicity based on toxicity studies. May be irritating to the respiratory tract. Overexposure by inhalation may cause symptoms similar to those from ingestion. Harmful if swallowed. May cause nausea, vomiting, abdominal pain, decreased blood pressure, muscle weakness, muscle spasms.

Delayed, immediate and chronic effects of exposure: Repeated or prolonged skin exposure may cause allergic skin reaction (sensitization).

Toxicological Data:

Data from laboratory studies conducted on this formulation:

Oral, Rat LD₅₀: 1,697 mg/kg

Dermal, Rat or Rabbit LD₅₀: >5,000 mg/kg

Inhalation, Rat 4-hr LC₅₀: >2.14 mg/L (no mortalities at highest dose tested)

Eye Irritation, Rabbit: Corrosive

Skin Irritation, Rabbit: Slightly irritating

Skin Sensitization, Guinea Pig: Not considered to be a contact sensitizer

Subchronic (Target Organ) Effects: Repeated overexposure to phenoxy herbicides may cause effects to liver, kidneys, blood chemistry, and gross motor function. Rare cases of peripheral nerve damage have been reported, but extensive animal studies have failed to substantiate these observations, even at high doses for prolonged periods. Repeated overexposure to dicamba may cause liver changes or a decrease in body weight.

Carcinogenicity / Chronic Health Effects: The International Agency for Research on Cancer (IARC) lists exposure to chlorophenoxy herbicides as a class 2B carcinogen, the category for limited evidence for carcinogenicity in humans. However, more current 2,4-D lifetime feeding studies in rats and mice, as well as an MCPP lifetime feeding study in rats, did not show carcinogenic potential. Dicamba did not cause cancer in long-term animals studies. The U.S. EPA has given 2,4-D and dicamba a Class D classification (not classifiable as to human carcinogenicity).

Reproductive Toxicity: No impairment of reproductive function attributable to 2,4-D has been noted in laboratory animal studies. Animal tests with dicamba have not demonstrated reproductive effects.

Developmental Toxicity: Studies in laboratory animals with 2,4-D and MCPP have shown decreased fetal body weights and delayed development in the offspring at doses toxic to mother animals. Animal tests with dicamba have not demonstrated developmental effects.

Genotoxicity: There have been some positive and some negative studies, but the weight of evidence is that neither 2,4-D nor MCPP is mutagenic. Animal tests with dicamba have not demonstrated mutagenic effects.

Assessment Carcinogenicity:

This product contains substances that are considered to be probable or suspected human carcinogens as follows:

Component	Regulatory Agency Listing As Carcinogen			
	ACGIH	IARC	NTP	OSHA
Chlorophenoxy Herbicides (2,4-D, MCPP)	No	2B	No	No
DMA Salt of Dicamba	No	No	No	No
Other Ingredients	No	No	No	No

SAFETY DATA SHEET

LESCO Three-Way Selective Herbicide

12. ECOLOGICAL INFORMATION

Environmental Hazards:

This pesticide may be toxic to fish and aquatic invertebrates and may adversely affect non-target plants.

Ecotoxicity:**Data on 2,4-D Dimethylamine Salt:**

96-hour LC ₅₀ Bluegill:	524 mg/l	Bobwhite Quail Oral LD ₅₀ :	500 mg/kg
96-hour LC ₅₀ Rainbow Trout:	250 mg/l	Mallard Duck 8-day Dietary LC ₅₀ :	>5,620 ppm
48-hour EC ₅₀ Daphnia:	184 mg/l		

Data on Mecoprop-p Dimethylamine Salt:

96-hour LC ₅₀ Bluegill:	112 mg/l	Bobwhite Quail Oral LD ₅₀ :	>5600 ppm
96-hour LC ₅₀ Rainbow Trout:	111 mg/l	Mallard Duck 8-day Dietary LC ₅₀ :	625 ppm
48-hour EC ₅₀ Daphnia:	256 mg/l	72-hour EC ₅₀ Green Algae:	100 mg/l

Data on Dicamba Acid:

96-hour LC ₅₀ Bluegill:	135 mg/l	Bobwhite Quail 8-day Dietary LC ₅₀ :	>10,000 ppm
96-hour LC ₅₀ Rainbow Trout:	135 mg/l	Mallard Duck 8-day Dietary LC ₅₀ :	>10,000 ppm
48-hour EC ₅₀ Daphnia:	110 mg/l		

Environmental Fate:

In laboratory and field studies, 2,4-D DMA salt rapidly dissociated to parent acid in the environment. The typical half-life of the resultant 2,4-D acid ranged from a few days to a few weeks. Mecoprop-p DMA rapidly dissociates to parent mecoprop-p in the environment. In soil, mecoprop-p is microbially degraded with a typical half-life of approximately 11 to 15 days. Dicamba has low bioaccumulation potential, is not persistent in soil, is highly mobile in soil and degrades rapidly.

13. DISPOSAL CONSIDERATIONS

Waste Disposal Method:

Pesticide wastes are toxic. If container is damaged or if pesticide has leaked, contain all spillage. Absorb and clean up all spilled material with granules or sand. Place in a closed, labeled container for proper disposal. Improper disposal of excess pesticide, spray mixtures, or rinsate is a violation of Federal law and may contaminate groundwater. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

Container Handling and Disposal:

Nonrefillable Containers 5 Gallons or Less: Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. **Triple rinse as follows:** Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or by other procedures approved by State and local authorities. Plastic containers are also disposable by incineration, or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

Nonrefillable Containers Larger than 5 Gallons: Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available. Triple rinse or pressure rinse container (or equivalent) promptly after emptying. **Triple rinse as follows:** Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. **Pressure rinse as follows:** Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 psi for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

SAFETY DATA SHEET**LESCO Three-Way Selective Herbicide**

Refillable Container Larger than 5 Gallons: Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller. To clean the container before final disposal, empty the remaining contents from this container into application equipment or a mix tank. Fill the container about 10% full with water and, if possible, spray all sides while adding water. If practical, agitate vigorously or recirculate water with the pump for two minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times.

14. TRANSPORTATION INFORMATION

Follow the precautions indicated in Section 7: HANDLING AND STORAGE of this SDS.

DOT:

≤ 41 gallons per completed package

Non Regulated

> 41 gallons per completed package

UN 3082, Environmentally hazardous substances, liquid, n.o.s., (2,4-D Salt), 9, III, RQ

IMDG

Non Regulated

IATA

Non Regulated

15. REGULATORY INFORMATION

EPA FIFRA INFORMATION

This chemical is a pesticide product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions for use.

DANGER. Corrosive, causes irreversible eye damage. Do not get in eyes, or on skin or clothing. Harmful if swallowed.

U.S. FEDERAL REGULATIONS

TSCA Inventory: This product is exempted from TSCA because it is solely for FIFRA regulated use.

SARA Hazard Notification/Reporting:

Hazard Categories Under Criteria of SARA Title III Rules (40 CFR Part 370):

Acute Health

Section 313 Toxic Chemical(s):

Dimethylamine Dicamba (CAS No. 2300-66-5), 2.6 – 2.9% by weight in product

Reportable Quantity (RQ) under U.S. CERCLA:

Dimethylamine Dicamba (CAS No. 2300-66-5) None given

RCRA Waste Code:

Under RCRA, it is the responsibility of the product user to determine at the time of disposal, whether a material containing the product or derived from the product should be classified as a hazardous waste.

State Information:

Other state regulations may apply. Check individual state requirements.

California Proposition 65: Not Listed.

6. OTHER INFORMATION

National Fire Protection Association (NFPA) Hazard Rating:

Rating for this product: Health: 3 Flammability: 1 Reactivity: 0

Hazards Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe

SAFETY DATA SHEET**LESCO Three-Way Selective Herbicide**

LESCO urges each customer or recipient of this Safety Data Sheet (SDS) to study it carefully and consult appropriate expertise, as necessary or appropriate, to become aware of and understand the data contained in this SDS and any hazards associated with the product. The information herein is provided in good faith and is based on our current knowledge. However, no warranty, express or implied, is given. Regulatory requirements are subject to change and may differ between various locations and jurisdictions. It is the buyer's/user's responsibility to ensure that his or her activities comply with all federal, state, provincial and local laws. The information presented here pertains only to the product as shipped. It is the buyer's/user's duty to determine the conditions necessary for safe use of this product.

The SDS serves different purposes than, and DOES NOT REPLACE OR MODIFY, THE EPA APPROVED PRODUCT LABELING (attached to and accompanying the product container). Use, storage and disposal of pesticide products are regulated by the EPA under the authority of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) through the product labeling, and all necessary and appropriate precautionary, use, storage, and disposal information is set forth on that labeling.

It is a violation of federal law to use a pesticide product in any manner not prescribed on the EPA-approved label.

Date of Issue: May 18, 2015

Supersedes: March 6, 2015

Three-Way is a registered trademark of LESCO, Inc.

LESCO®

TRICLOPYR 4 ESTER HERBICIDE

For the control of woody plants and broad leaf weeds on rangeland and permanent grass pastures, and conservation reserve program (CRP) acres (including fence rows and non-irrigation ditch banks within these areas), rights-of-way, ornamental turf, industrial sites, non-crop areas, non-irrigation ditch banks, forests, and wildlife openings, including grazed areas on these sites.

ACTIVE INGREDIENT:

Triclopyr: 3,5,6-trichloro-2-pyridinyloxyacetic acid, butoxyethyl ester 61.6%

OTHER INGREDIENTS: 38.4%

TOTAL: 100.0%

Contains petroleum distillates

Acid Equivalent: triclopyr - 44.3% - 4 lb/gal

KEEP OUT OF REACH OF CHILDREN CAUTION

FIRST AID

IF SWALLOWED: Call a poison control center or doctor immediately for treatment advice.

Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person. Do not give liquid to the person.

IF IN EYES: Hold eye open and rinse slowly and gently with water for 15-20 minutes.

Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

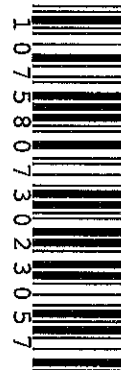
IF ON SKIN OR CLOTHING: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. Contact CHEMTREC toll free at 1-800-424-9300 for transportation or emergency medical treatment information.

#702305

Net Contents: 2.5 gallons (9.45 L)

LESCO, Inc. • 1385 East 36th Street • Cleveland, OH 44114-4114



PEEL BACK BOOK HERE

**LESCO TRICLOPYR
4 ESTER Herbicide****SAFETY DATA SHEET**

Page 1 of 6

SECTION 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

COMPANY ADDRESS:	EMERGENCY TELEPHONE NUMBERS:
LESCO, Inc	(800) 424-9300 (CHEMTREC, transportation and spills)
Cleveland, OH 44017	(800) 347-4272 (LESCO)
PRODUCT NAME	: LESCO Triclopyr 4 Ester Herbicide
CHEMICAL NAME	: Triclopyr butoxyethyl ester
PRODUCT USE	: Herbicide
PRODUCT CODE	: EPA Reg. No 10404-119

SECTION 2 - HAZARDS IDENTIFICATION SUMMARY

(As defined by OSHA Hazard Communication Standard, 29 CFR 1910.1200)

Light yellow clear liquid

HEALTH HAZARDS: Moderate eye irritant.
Potential skin sensitizer from exposure to concentrate.

PHYSICAL HAZARDS: May release toxic fumes if burned.

ENVIRONMENTAL HAZARDS: Triclopyr is highly toxic to certain terrestrial plant and aquatic organisms in its ester form.

**SECTION 3 - COMPOSITION, INFORMATION OF INGREDIENTS**

COMPONENT	PERCENTAGE	CAS NUMBER
Triclopyr Butoxy Ethyl Ester	61.6	64700-56-7
Petroleum distillates*	> 25.0	64742-94-5
Naphthalene (*contained)	2 – 5	91-20-3

SECTION 4 - FIRST AID MEASURES

First Aid responders should use protective equipment in Section 8 if there is a potential for exposure to product.

IF SWALLOWED: Call a poison control center or doctor immediately for treatment advice. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person. Do not give liquid to the person.

IF IN EYES: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

IF ON SKIN OR CLOTHING: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

IF INHALED: Move person to fresh air, if person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.

NOTE TO PHYSICIAN: May cause chemical pneumonitis if aspirated. If lavage is performed, suggest endotracheal and/or esophagoscopy control.

Have a product container or label with you when calling a poison control center or doctor, or going for treatment.

**LESCO TRICLOPYR
4 ESTER HERBICIDE****SAFETY DATA SHEET**

Page 2 of 6

SECTION 5 - FIRE FIGHTING MEASURES

National Fire Protection Rating (NFPA)

HEALTH	2
FLAMMABILITY	2
REACTIVITY	0
4=Severe 3=Serious 2=Moderate 1=Slight 0=Minimal	

FLASHPOINT: 142°F (61°C)**EXTINGUISHING MEDIA:** Use foam, dry chemical, carbon dioxide, or water spray when fires involve this material.**FIRE AND EXPLOSION HAZARD:** May decompose in fire due to thermal decomposition, releasing toxic gases.**FIRE FIGHTING INSTRUCTIONS:** Evacuate area and fight fire upwind from a safe distance to avoid possible hazardous fumes and decomposition products. Dike and collect water used to fight fire to prevent environmental damage due to run off. Foam or dry chemical fire extinguishing systems are preferred to prevent environmental damage from excessive water runoff.

Minimize use of water to prevent environmental contamination. Contact your State Pesticide or Environmental Control Agency, or nearest EPA Regional Office for guidance on disposal.

FIRE FIGHTING EQUIPMENT: Self-contained breathing apparatus with full facepiece and protective clothing.**SECTION 6 - ACCIDENTAL RELEASE MEASURES****IN CASE OF SPILLS OR LEAKS:** Clean up spills immediately, observing precautions in Section 8 of this document. Isolate hazard area. Keep unnecessary and unprotected personnel from entering.**SMALL SPILL:** Absorb small spills on sand, vermiculite or other inert absorbent. Place contaminated material in appropriate container for disposal.**LARGE SPILL:** Dike large spills using absorbent or impervious material such as clay or sand. Recover and contain as much free liquid as possible for reuse. Allow absorbed material to solidify, and scrape up for disposal. After removal, clean contaminated area thoroughly with water. Pick up wash liquid with additional absorbent and place in a disposable container. Minimize use of water to prevent environmental contamination**SECTION 7 - HANDLING AND STORAGE****KEEP OUT OF REACH OF CHILDREN!**

Wear proper safety equipment specified in Section 8 when mixing, loading or otherwise handling concentrate.

HANDLING: Use only in a well-ventilated area.**STORAGE:** Store above 28°F or agitate before use. Store in original container with lid tightly closed. Keep away from food, feed and drinking water. Combustible liquid, store in a well ventilated, dry place away from heat and other sources of ignition.

**LESCO TRICLOPYR
4 ESTER HERBICIDE**

SAFETY DATA SHEET

Page 3 of 6

SECTION 8 - EXPOSURE CONTROLS, PERSONAL PROTECTION

EXPOSURE LIMITS (8 hour TWA, ppm):

COMPONENT	OSHA PEL	ACIGH TLV
Triclopyr BEE ester	Not listed	Not listed
Naphthalene	10 ppm	10 ppm

ENGINEERING CONTROLS: Proper ventilation is required when handling or using this product to minimize exposure to airborne contaminants. Local mechanical exhaust ventilation may be required. Facilities storing or utilizing this material should be equipped with an eyewash facility and a safety shower.

PERSONAL PROTECTIVE EQUIPMENT:

EYE PROTECTION - Safety goggles, face shield or full face respirator if vapors cause eye discomfort.

CLOTHING - Long-sleeved shirt and long pants, Shoes plus socks.

GLOVES - Chemical resistant gloves such as barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, polyvinyl chloride (PVC) or viton.

RESPIRATOR - When handling in enclosed areas use a respirator approved for pesticides.

Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them. Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

USER SAFETY RECOMMENDATIONS:

Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet. Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. Remove PPE immediately after handling this product. Wash outside of gloves before removing. As soon as possible wash thoroughly and change into clean clothing.

SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Light yellow clear liquid
Odor:	Paint like odor
pH:	3.65 – 4.65
Melting Point:	Not applicable
Boiling Point:	No data
Flash Point:	142°F (62°C)
Evaporation Rate:	No data
Flammability:	No data
Flammability Limits:	No data
Vapor Pressure:	0.2 mPa (25°C) (Triclopyr)
Vapor Density:	Not applicable
Density:	1.15 – 1.21 g/ml (9.60 – 10.10 lb/gal)*
Solubility:	Emulsifies
Partition Coefficient:	log P _{ow} = 0.42 (pH5), -0.45 (pH7), -0.96 (pH9) (Triclopyr)
Auto-Ignition Temperature:	No data
Decomposition Temperature:	No data
Viscosity:	14.49 cSt (20°C); 6.7 cSt (40°C)

*Listed density is an approximate value and does not necessarily represent that of a specific batch.

**LESCO TRICLOPYR
4 ESTER HERBICIDE**

SAFETY DATA SHEET

Page 4 of 6

SECTION 10 - STABILITY AND REACTIVITY

PRODUCT REACTIVITY: None known

CHEMICAL STABILITY: Stable, however may decompose if heated.

HAZARDOUS REACTION/POLYMERIZATION: Product will not undergo polymerization.

CONDITIONS TO AVOID: Avoid temperatures above (105°F, 40°C) and below 30°F (6°C).

INCOMPATIBLE MATERIALS: Strong acids and oxidizing materials.

HAZARDOUS DECOMPOSITION PRODUCTS: May decompose to hydrogen chloride, oxides of nitrogen and phosgene when burning.

SECTION 11 - TOXICOLOGICAL INFORMATION

Acute toxicity values from a similar but not identical formulation.

ACUTE TOXICITY:

Oral LD ₅₀ (rat)	- >1,000 mg/Kg
Dermal LD ₅₀ (rat)	- >2,000 mg/Kg
Inhalation LC ₅₀ (rat)	- >4.0 mg/L
Eye Irritation (rabbit)	- Slight irritant
Skin Irritation (rabbit)	- Moderate irritant
Sensitization (guinea pig)	- Potential sensitizer from prolonged or repeated exposure.

CARCINOGEN STATUS:

OSHA	- Not listed
NTP	- Not listed
IARC	- Not listed

TERATOGENICITY: Evidence of reproductive and developmental toxicity only at maternally toxic doses

MUTAGENICITY: Little evidence of mutagenic effects during in vivo or in vitro studies.

SECTION 12 - ECOLOGICAL INFORMATION

ENVIRONMENTAL SUMMARY: This pesticide is toxic to fish. Do not apply directly to water, to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters or rinsate.

This chemical has properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination.

FATE: Triclopyr BEE ester rapidly hydrolyzes to the parent acid. Triclopyr acid is slightly persistent with a soil half life of 2 to 6 weeks depending on soil type and weather conditions. Triclopyr acid is water soluble and mobile in soil.

FISH TOXICITY: (BEE ester formulation)

96 hour LC ₅₀ , Rainbow trout –	1.3 ppm
96 hour LC ₅₀ , Bluegill –	1.5 ppm

SAFETY DATA SHEET

Page 5 of 6

AVIAN TOXICITY: (BEE ester formulation)

Dietary LC₅₀, Bobwhite quail – > 9,000 ppm
Dietary LC₅₀, Mallard duck – > 10,000 ppm

BEE TOXICITY: (triclopyr acid) – > 100 ug/bee

SECTION 13 - DISPOSAL CONSIDERATIONS

Do not contaminate water, food or feed by storage or disposal.

PESTICIDE DISPOSAL: Pesticide, spray mixture, or rinse water that cannot be used according to label instructions must be disposed of according to applicable federal, state, or local procedures.

CONTAINER DISPOSAL: Non-refillable containers (1, 2.5, 30 & 55 gallon): Do not reuse or refill this container. Offer for recycling, if available. Triple rinse or pressure rinse container (or equivalent) promptly after emptying. Then offer for recycling if available, or puncture and dispose of in a sanitary landfill or by incineration. Do not burn unless allowed by state and local ordinances.

Refer to the product label for additional and complete Container Handling instructions

SECTION 14 - TRANSPORT INFORMATION

SHIPPING DESCRIPTION:

US DOT (Ground transport)

Containers ≤ 119 gallons -	Not regulated by DOT
Containers > 119 gallons -	NA1993, Combustible Liquid, N.O.S., (contains petroleum distillates), PG III

IMDG (Marine transport)

Containers ≤ 119 gallons -	Not regulated by DOT
Containers > 119 gallons -	NA1993, Combustible Liquid, N.O.S., (contains petroleum distillates), PG III

IATA/ICAO (Air transport)

Containers ≤ 119 gallons -	Not regulated by DOT
Containers > 119 gallons -	NA1993, Combustible Liquid, N.O.S., (contains petroleum distillates), PG III

DOT HAZARD CLASS:

Combustible Liquid (> 119 gallons)

IDENTIFICATION NUMBER:

NA1993

DOT PACKING GROUP:

PG III

SECTION 15 - REGULATORY INFORMATION

CERCLA REPORTABLE QUANTITY:

Not listed

SARA TITLE III STATUS:

311/312 Hazard Categories –	Immediate & Delayed Health Hazard, Fire Hazard
313 Toxic Chemicals –	None known

CALIFORNIA PROP 65:

Not listed

TSCA:

This product is exempted from TSCA because it is solely for FIFRA regulated use.

**LESCO TRICLOPYR
4 ESTER HERBICIDE**

SAFETY DATA SHEET

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SECTION 16 - OTHER INFORMATION

HMIS HAZARD RATINGS	HEALTH	2
	FLAMMABILITY	2
	PHYSICAL HAZARD	0
	4=Severe 3=Serious 2=Moderate 1=Slight 0=Minimal	

DISCLAIMER: LESCO urges each customer or recipient of this Safety Data Sheet (SDS) to study it carefully and consult appropriate expertise, as necessary or appropriate, to become aware of and understand the data contained in this SDS and any hazards associated with the product. The information herein is provided in good faith and is based on our current knowledge. However, no warranty, express or implied, is given. Regulatory requirements are subject to change and may differ between various locations and jurisdictions. It is the buyer's/user's responsibility to ensure that his or her activities comply with all federal, state, provincial and local laws. The information presented here pertains only to the product as shipped. It is the buyer's/user's duty to determine the conditions necessary for safe use of this product.

The SDS serves different purposes than, and DOES NOT REPLACE OR MODIFY, THE EPA APPROVED PRODUCT LABELING (attached to and accompanying the product container). Use, storage and disposal of pesticide products are regulated by the EPA under the authority of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) through the product labeling, and all necessary and appropriate precautionary, use, storage, and disposal information is set forth on that labeling.

It is a violation of federal law to use a pesticide product in any manner not prescribed on the EPA-approved label.

REVISED DATE: October, 2016

REFERENCE: Update flash point in Section 5 and Section 9 and add marine and air transport information to Section 14

SiteOne Landscape Supply
1385 East 36th Street
Cleveland, Ohio 44114

178

Jefferson County

Bid: IFB 19-034/VS

Herbicides for Jack Brooks Regional Airport

07-23-19 @ 11am

ORIGIN ID: BKLA (800) 321-5325
 ROSALIN SANTIAGO
 SITEONE LANDSCAPES
 1385 E 36TH ST
 CLEVELAND, OH 44114
 UNITED STATES US

BILL SENDER

SHIP DATE: 19 JUL 19
 ACTWGT: 1.00 LB
 CAD: 106709827/NET4160

TO PURCHASING DEPARTMENT

JEFFERSON COUNTY

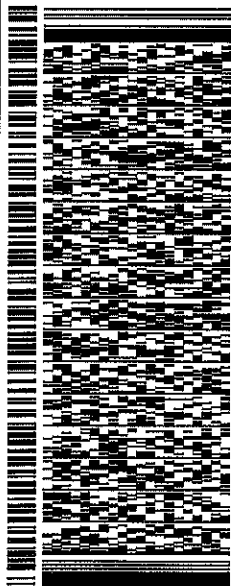
1149 PEARL ST. 1ST FLOOR
 JUL 22 2019

BEAUMONT TX 77701

(409) 835-8593
 INV. NO.

REF: BD 19-034MS 07123 @ 11AM

DEPT:



FedEx
 Express



MON - 22 JUL 10:30A
 PRIORITY OVERNIGHT

TRK# 7757 9147 8845

77701
 TX-US
 IAH

XH BPTA



RECEIVED 09:55 AM JUL 22 2019

After printing this label:
 1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
 2. Fold the printed page along the horizontal line.
 3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



LexisNexis®

Lexis Advance® Subscription Agreement for State/Local
Government
(New Subscriber Version)**"Subscriber" Name:** 136th District Court**Account Number:** 100012OK8**"LN":** LexisNexis, a division of RELX Inc.**1. Subscription Agreement**

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis Advance® and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <http://www.lexisnexis.com/terms/LACCommercial2>.

2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:

1

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's may be issued to support staff for each Government Professional User accounted for above.

Number of Support Staff Users:

1

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.2 below (the "Committed Term"). Subscriber may not terminate this Agreement under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	1
TX Practice Library	1010629	1
All Briefs, Pleadings & Motions	1010612	1
News	1010610	1
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

3.2 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
9/1/2019 to 8/31/2020	\$76.00

3.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

N/A Subscriber elects access to the Alternate Materials
(Initial)

3.4 Use of Lexis Advance under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.5 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 07/31/2019.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

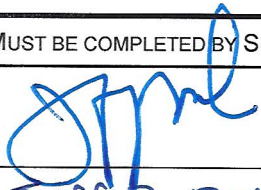
7. Miscellaneous

7.1 This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis Advance or by signing below.

7.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

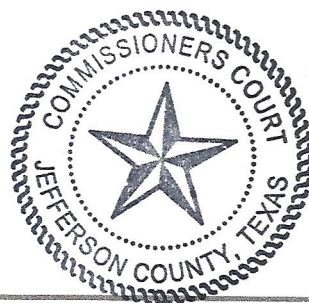
AGREED TO AND ACCEPTED BY:

Subscriber: 136th District Court	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Jeff R. Branick
Job Title:	Jefferson County Judge
Date:	July 29, 2019

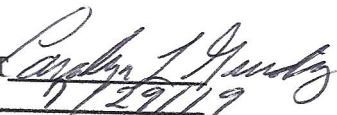
LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	Roslan,	Digitally signed by
Name:	Joshua (LNG- DAY)	Roslan, Joshua (LNG- DAY)
Job Title:	DAY)	Date: 2019.07.17
Date:		16:41:23 -04'00'



ATTEST
DATE


7/29/19

CUSTOMER INFORMATION (Please type or print):

Organization Name: (Full Legal Name)	136th District Court	
Billing Frequency:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Physical Address		Invoice Address
Street Address:	1149 Pearl Street 7 th Floor Attn: Auditing Department	
City:	Beaumont	
State:	TX	
Zip:	77701	
County:		
Telephone:	(409) 835-8481	
Fax:		
Parent Company: (if applicable)		

Type of Organization:☐ Legislative☒ Judicial☐ Executive

Professional User:

**Judge Baylor
Wortham**

Practicing Area of Law:

Support Staff:

Dana Marshburn

Employer Identification Number:

Bar No:

Issuing State:

Date Issued/Expiration Date:

Organization Web Address:

Tax Exempt: ☒ Yes (attach Sales Tax Exemption Certificate)MSA: ☐ Yes ☒ No☐ No

Tax ID No:

State Contract No:
(If applicable)PO No:
(If applicable)**Contacts:**

	Name	Telephone	Email
Installation:	Judge Baylor Wortham	(409) 835-8481	136judge@co.jefferson.tx.us
Billing:	Dana Marshburn	(409) 835-8481	136thclrk@co.jefferson.tx.us
Policy/Legal Notification:	Judge Baylor Wortham	(409) 835-8481	136judge@co.jefferson.tx.us
Scheduling/Training:	Judge Baylor Wortham	(409) 835-8481	136judge@co.jefferson.tx.us
		Telephone	IP Address
Super Admin:	Judge Baylor Wortham	+1 (409) 835-8481	
		Email	IP Address

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached <input type="checkbox"/>)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS
Dana Marshburn	Clerk	136clerk@co.jefferson.tx.us	136th District Court
Baylor Wortham	Judge	136judge@co.jefferson.tx.us	136th District Court

7/23/2019

Initial Budgets

Initial Budgets

[Budget Search](#)[Budget Overview](#)

Current User/CSCD: jjo123

Jefferson

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Biennium: Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
2020 900 - Basic Supervision	BS	None	Editable	7/16/2019

[Edit Budget](#)

FISCAL YEARS:	2020	2021
---------------	------	------

REVENUE:

TDCJ Funding	\$ 1,337,433	\$ 1,337,433
SAFPF Payments (Basic Supervision Only)	\$ 70,000	\$ 70,000
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 1,875,000	\$ 1,875,000
Payments By Program Participants	\$ 136,000	\$ 136,000
Interest Income (Basic Supervision Only)	\$ 5,000	\$ 5,000
Carry Over from Previous Fiscal Year	\$ 348,000	\$ 348,000
Other Revenue	\$ 248,000	\$ 248,000
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 4,019,433	\$ 4,019,433

EXPENDITURES:

Salaries/Fringe Benefits	\$ 3,668,379	\$ 3,668,379
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 25,000	\$ 25,000
Contract Services for Offenders	\$ 4,000	\$ 4,000
Professional Fees	\$ 123,411	\$ 123,411
Supplies & Operating Expenses	\$ 192,653	\$ 192,653
Facilities	\$ 0	\$ 0
Utilities	\$ 5,990	\$ 5,990
Equipment	\$ 0	\$ 0
TOTAL EXPENDITURES:	\$ 4,019,433	\$ 4,019,433

SUPPLEMENTAL
INFORMATION[Vehicle Inventory](#)[County Contribution](#)[Grant Sources](#)[Justifications](#)

7/23/2019

Initial Budgets

Initial Budgets

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Current User/CSCD: jjo123

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Biennium: Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
2020 27 - Specialized Caseload - High Need	CCP	None	Editable	7/10/2019

[Edit Budget](#)

FISCAL YEARS:

2020

2021

REVENUE:

TDCJ Funding	\$ 124,415	\$ 124,415
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
<u>Payments By Program Participants</u>	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
<u>Other Revenue</u>	\$ 0	\$ 0
<u>Basic Supervision Interfund Transfer [+ or -]</u>	\$ 0	\$ 0
<u>CCP Interfund Transfer [+ or -]</u>	\$ 0	\$ 0

TOTAL REVENUE:

\$ 124,415

\$ 124,415

EXPENDITURES:

Salaries/Fringe Benefits	\$ 110,632	\$ 110,632
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
<u>Travel/Furnished Transportation</u>	\$ 6,750	\$ 6,750
<u>Contract Services for Offenders</u>	\$ 0	\$ 0
<u>Professional Fees</u>	\$ 1,934	\$ 1,934
<u>Supplies & Operating Expenses</u>	\$ 5,099	\$ 5,099
<u>Facilities</u>	\$ 0	\$ 0
<u>Utilities</u>	\$ 0	\$ 0
<u>Equipment</u>	\$ 0	\$ 0

TOTAL EXPENDITURES:

\$ 124,415

\$ 124,415

SUPPLEMENTAL
INFORMATION[Vehicle Inventory](#)[County Contribution](#)[Grant Sources](#)[Justifications](#)

7/23/2019

Initial Budgets

Initial Budgets

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Current User/CSCD: jjo123

Jefferson

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Biennium: Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
2020 8 - Community Service Restitution	CCP	None	Editable	7/10/2019

[Edit Budget](#)

FISCAL YEARS:	2020	2021
---------------	------	------

REVENUE:		
TDCJ Funding	\$ 409,158	\$ 409,158
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
<u>Payments By Program Participants</u>	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
<u>Other Revenue</u>	\$ 0	\$ 0
<u>Basic Supervision Interfund Transfer [+ or -]</u>	\$ 0	\$ 0
<u>CCP Interfund Transfer [+ or -]</u>	\$ -17,862	\$ -17,862
TOTAL REVENUE:	\$ 391,296	\$ 391,296

EXPENDITURES:		
Salaries/Fringe Benefits	\$ 328,235	\$ 328,235
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
<u>Travel/Furnished Transportation</u>	\$ 18,900	\$ 18,900
<u>Contract Services for Offenders</u>	\$ 0	\$ 0
<u>Professional Fees</u>	\$ 6,069	\$ 6,069
<u>Supplies & Operating Expenses</u>	\$ 31,118	\$ 31,118
<u>Facilities</u>	\$ 0	\$ 0
<u>Utilities</u>	\$ 0	\$ 0
<u>Equipment</u>	\$ 6,974	\$ 6,974
TOTAL EXPENDITURES:	\$ 391,296	\$ 391,296

**SUPPLEMENTAL
INFORMATION**[Vehicle Inventory](#)[County Contribution](#)[Grant Sources](#)[Justifications](#)

7/23/2019

Initial Budgets

Initial Budgets

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Current User/CSCD: jjo123

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Biennium: Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
2020 5 - Intervention and Pretrial	DP	None	Editable	7/2/2019

[Edit Budget](#)

FISCAL YEARS:	2020	2021
---------------	------	------

REVENUE:

TDCJ Funding	\$ 446,254	\$ 446,254
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
<u>Payments By Program Participants</u>	\$ 68,500	\$ 68,500
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 17,862	\$ 17,862

TOTAL REVENUE:	\$ 532,616	\$ 532,616
----------------	------------	------------

EXPENDITURES:

Salaries/Fringe Benefits	\$ 505,669	\$ 505,669
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
<u>Travel/Furnished Transportation</u>	\$ 13,000	\$ 13,000
<u>Contract Services for Offenders</u>	\$ 0	\$ 0
<u>Professional Fees</u>	\$ 4,847	\$ 4,847
<u>Supplies & Operating Expenses</u>	\$ 6,500	\$ 6,500
<u>Facilities</u>	\$ 0	\$ 0
<u>Utilities</u>	\$ 0	\$ 0
<u>Equipment</u>	\$ 2,600	\$ 2,600

TOTAL EXPENDITURES:	\$ 532,616	\$ 532,616
---------------------	------------	------------

SUPPLEMENTAL
INFORMATION[Vehicle Inventory](#)[County Contribution](#)[Grant Sources](#)[Justifications](#)

7/23/2019

Initial Budgets

Initial Budgets

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Current User/CSCD: jjo123

Jefferson

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Biennium: Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
2020 19 - Specialized Caseload - Mental Health Initiative	DP	None	Editable	7/2/2019

[Edit Budget](#)

FISCAL YEARS:	2020	2021
---------------	------	------

REVENUE:

TDCJ Funding	\$ 140,164	\$ 140,164
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 140,164	\$ 140,164

EXPENDITURES:

Salaries/Fringe Benefits	\$ 121,748	\$ 121,748
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 6,250	\$ 6,250
Contract Services for Offenders	\$ 0	\$ 0
Professional Fees	\$ 3,052	\$ 3,052
Supplies & Operating Expenses	\$ 9,114	\$ 9,114
Facilities	\$ 0	\$ 0
Utilities	\$ 0	\$ 0
Equipment	\$ 0	\$ 0
TOTAL EXPENDITURES:	\$ 140,164	\$ 140,164

SUPPLEMENTAL
INFORMATION[Vehicle Inventory](#)[County Contribution](#)[Grant Sources](#)[Justifications](#)

7/23/2019

Initial Budgets

Initial Budgets

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Biennium: Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
2020 30 - Jefferson County Women's Center	DP	None	Editable	7/2/2019

[Edit Budget](#)

FISCAL YEARS:	2020	2021
---------------	------	------

REVENUE:

TDCJ Funding	\$ 1,346,621	\$ 1,346,621
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
<u>Payments By Program Participants</u>	\$ 156,000	\$ 156,000
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 5,000	\$ 5,000
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0

TOTAL REVENUE:	\$ 1,507,621	\$ 1,507,621
----------------	--------------	--------------

EXPENDITURES:

Salaries/Fringe Benefits	\$ 1,114,546	\$ 1,114,546
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
<u>Travel/Furnished Transportation</u>	\$ 33,000	\$ 33,000
<u>Contract Services for Offenders</u>	\$ 16,535	\$ 16,535
<u>Professional Fees</u>	\$ 17,200	\$ 17,200
<u>Supplies & Operating Expenses</u>	\$ 189,730	\$ 189,730
<u>Facilities</u>	\$ 77,220	\$ 77,220
<u>Utilities</u>	\$ 49,100	\$ 49,100
<u>Equipment</u>	\$ 10,290	\$ 10,290

TOTAL EXPENDITURES:	\$ 1,507,621	\$ 1,507,621
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SUPPLEMENTAL
INFORMATION[Vehicle Inventory](#)[County Contribution](#)[Grant Sources](#)[Justifications](#)

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending June 30, 2019



Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

July 18, 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 June 30, 2019 together with the results of operations of the budget for the ninth period then ended.

Revenue:

Total budgeted revenue collected for the nine months ending June 30, 2019 is \$115,758,415. Budgeted Revenues are \$123,459,183 leaving \$7,700,768 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 \$81,895,641 for the nine months of the year. This amount represents 97.4% of the budgeted amount of \$84,107,182.

Sales Taxes:

Seventy-eight percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$24,650,000.

Page Two

Licenses & Permits:

Revenue from Licenses & Permits have exceeded the budgeted amount of \$420,850 by \$170,539.

Intergovernmental:

Seventy-seven percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,238,611.

Fees:

Ninety-nine 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:

Seventy-one 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 \$623,009.

Other Revenues:

Revenues from Other Revenues have exceeded the budgeted amount of \$27,000 by \$4,140.

Expenditures:

Overall for the County's budgeted funds, sixty-eight percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$131,665,824, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,690,464 for the fiscal year ending September 30, 2019.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Swain', with a long horizontal flourish extending to the right.

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING JUNE 30, 2019
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Jefferson County, Texas
Consolidated Balance Sheet
For the Month Ending June 30, 2019

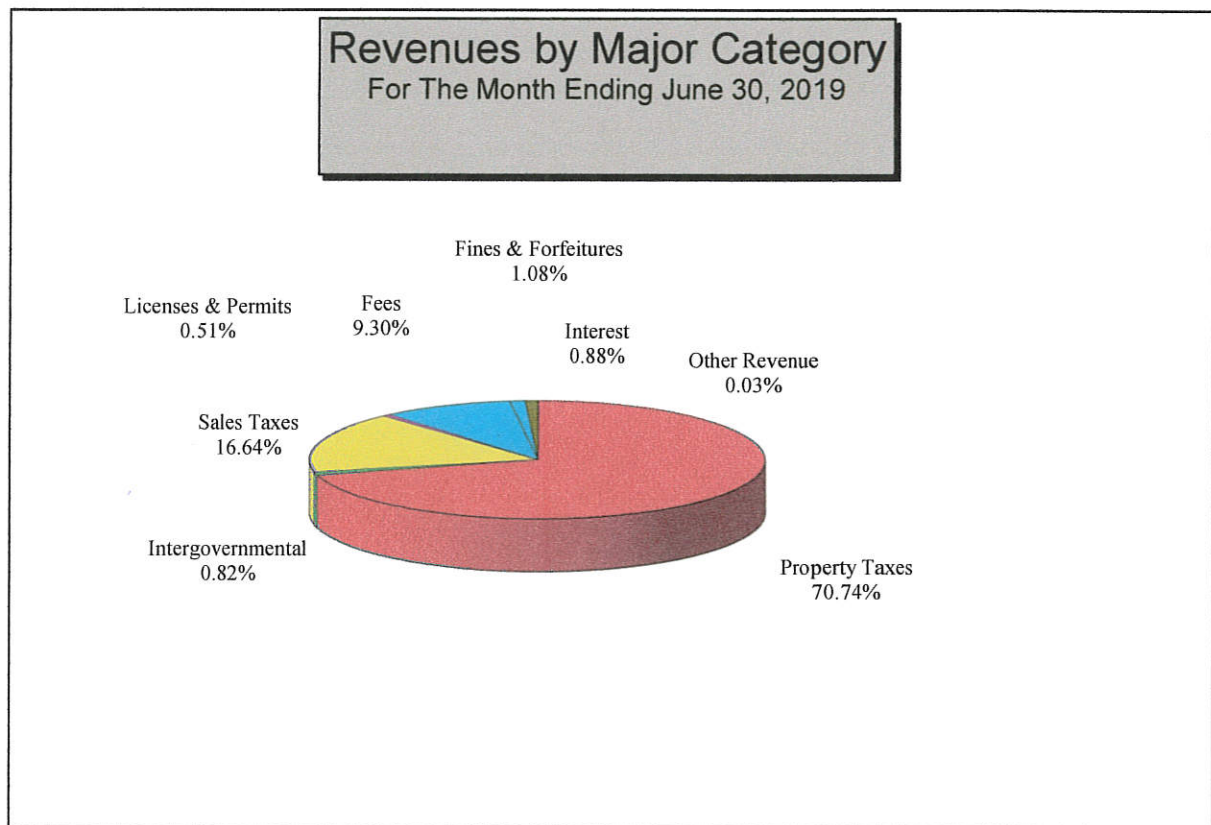
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 75,653,687	18,320,978	17,697,272	4,554,906	(1,478,962)	(3,389,107)	\$ 111,358,774
Receivables & Prepaids	6,293,543	32,029	-	117,922	71,257	-	6,514,751
Intergovernmental Receivables	4,078,697	-	-	-	-	-	4,078,697
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	\$ <u>86,725,383</u>	\$ <u>18,416,295</u>	\$ <u>17,697,272</u>	\$ <u>4,672,828</u>	\$ <u>78,815,510</u>	\$ <u>(3,389,107)</u>	\$ <u>202,938,181</u>
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 4,450,656	638,586	-	-	984,369	1,806,043	\$ 7,879,654
Intergovernmental Payables	360	5,495	-	-	33	-	5,888
Other Liabilities	9,284,640	663,048	-	104,141	721,318	-	10,773,147
Fund Balance/Equity	<u>72,989,727</u>	<u>17,109,166</u>	<u>17,697,272</u>	<u>4,568,687</u>	<u>77,109,790</u>	<u>(5,195,150)</u>	<u>184,279,492</u>
Total Liabilities and Fund Balance/Equity	\$ <u>86,725,383</u>	\$ <u>18,416,295</u>	\$ <u>17,697,272</u>	\$ <u>4,672,828</u>	\$ <u>78,815,510</u>	\$ <u>(3,389,107)</u>	\$ <u>202,938,181</u>

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending June 30, 2019

	5/31/2019	Month Ending June 30, 2019				6/30/2019
	Fund Balance	Receipts	Disbursements	Transfers In/(Out)	Prior Period Adjustment	Fund Balance
Jury Fund	\$ 257,837	\$ 65,320	69,009	\$ -	\$ -	\$ 254,148
Road & Bridge Pct. 1	3,713,325	614,990	110,953	-	-	4,217,362
Road & Bridge Pct. 2	772,141	576,726	147,250	-	-	1,201,617
Road & Bridge Pct. 3	542,299	525,564	156,185	-	-	911,678
Road & Bridge Pct. 4	2,946,994	675,676	102,544	-	-	3,520,126
Engineering Fund	368,241	5,846	77,890	-	-	296,197
Parks & Recreation	160,048	6,484	5,095	-	-	161,437
General Fund	60,981,200	4,614,658	7,688,177	(225,362)	-	57,682,319
Mosquito Control Fund	1,357,104	8,421	101,338	-	-	1,264,187
Tobacco Settlement Fund	3,476,678	3,978	-	-	-	3,480,656
Total General Funds	74,575,867	7,097,663	8,458,441	(225,362)	-	72,989,727
Total Special Revenue Funds	14,717,811	3,491,677	1,247,876	147,554	-	17,109,166
Total Capital Project Funds	1,462,861	16,574,847	340,436	-	-	17,697,272
Total Debt Service Funds	4,465,724	25,155	-	77,808	-	4,568,687
Total Enterprise Funds	77,047,006	373,314	310,530	-	-	77,109,790
Total Internal Service Funds	(5,399,516)	1,956,697	1,752,331	-	-	(5,195,150)
Total Balances	\$ 166,869,753	\$ 29,519,353	\$ 12,109,614	\$ -	\$ -	\$ 184,279,492

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending June 30, 2019

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 81,895,641	\$ 84,107,182	\$ 2,211,541	2.63%
Sales Taxes	19,258,062	24,650,000	5,391,938	21.87%
Licenses & Permits	591,389	420,850	(170,539)	-40.52%
Intergovernmental	952,463	1,238,611	286,148	23.10%
Fees	10,766,717	10,873,040	106,323	0.98%
Fines & Forfeitures	1,247,494	1,750,000	502,506	28.71%
Interest	1,015,509	392,500	(623,009)	-158.73%
Other Revenue	31,140	27,000	(4,140)	-15.33%
	<u>\$ 115,758,415</u>	<u>\$ 123,459,183</u>	<u>\$ 7,700,768</u>	<u>6.24%</u>



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending June 30, 2019

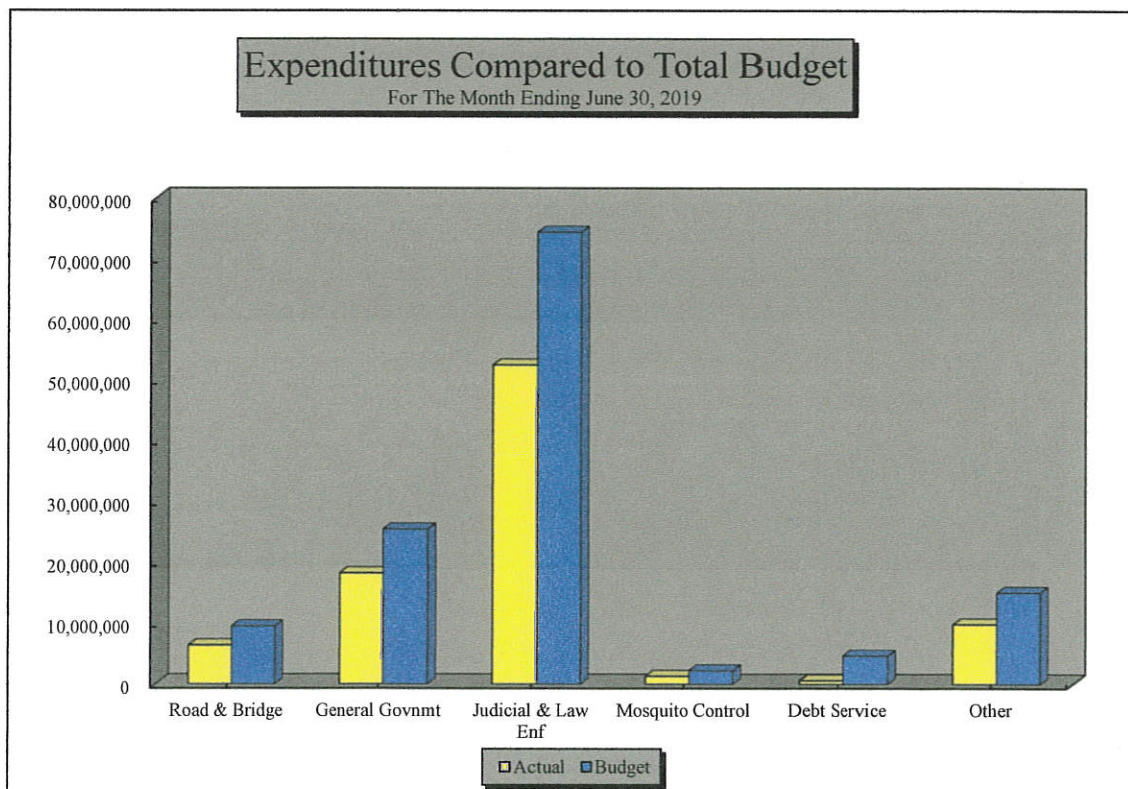
	October 2018							Cumulative	Annual	Unrealized
	-December	January	February	March	April	May	June	Total	Budget	Balance
Jury Fund										
Current Taxes	\$ 21,880	\$ 75,093	\$ 23,914	\$ 1,209	\$ 781	\$ 543	\$ 553	\$ 123,973	\$ 126,936	\$ 2,963
Delinquent Taxes	483	159	160	106	159	156	(13)	1,210	1,731	521
Jury Fees	10,796	3,552	4,777	4,281	6,187	5,867	5,553	41,013	50,000	8,987
Other Revenue	20,332	-	90	-	34,374	68	59,227	114,091	200,000	85,909
Road & Bridge Pct. 1										
Current Taxes	104,573	358,888	114,294	5,774	3,734	2,596	2,641	592,500	606,663	14,163
Delinquent Taxes	2,030	671	673	447	668	657	(56)	5,090	7,281	2,191
Intergovernmental Revenue	-	-	772	-	-	-	-	772	-	(772)
Auto Registration Fees	-	79,803	-	-	-	-	546,141	625,944	617,280	(8,664)
Road & Bridge Fees	119,634	37,530	49,202	50,003	46,023	54,494	44,071	400,957	559,410	158,453
Sales, Rentals & Services	-	-	-	-	290	-	-	290	-	(290)
Fines and Forfeitures	45,458	18,158	21,806	27,113	27,304	23,212	22,193	185,244	244,340	59,096
Road & Bridge Pct. 2										
Current Taxes	97,092	333,213	106,117	5,361	3,467	2,410	2,452	550,112	563,262	13,150
Delinquent Taxes	1,908	631	632	420	628	617	(53)	4,783	6,844	2,061
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	74,927	-	-	-	-	512,804	587,731	573,120	(14,611)
Road & Bridge Fees	111,076	34,845	45,682	46,425	42,764	50,596	40,918	372,306	519,390	147,084
Sales, Rentals & Services	300	-	-	-	-	-	-	300	-	(300)
Fines and Forfeitures	42,205	16,859	20,246	25,174	25,350	21,552	20,605	171,991	226,860	54,869
Road & Bridge Pct. 3										
Current Taxes	89,367	306,702	97,674	4,935	3,191	2,218	2,257	506,344	518,447	12,103
Delinquent Taxes	1,741	575	577	383	573	563	(48)	4,364	6,246	1,882
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	68,199	-	-	-	-	466,726	534,925	527,520	(7,405)
Road & Bridge Fees	102,238	32,072	42,048	42,731	39,298	46,570	37,663	342,620	478,065	135,445
Sales, Rentals & Services	588	-	-	-	-	-	-	588	-	(588)
Fines and Forfeitures	38,848	15,518	18,635	23,172	23,334	19,838	18,966	158,311	208,810	50,499
Road & Bridge Pct. 4										
Current Taxes	115,551	396,563	126,292	6,380	4,126	2,868	2,918	654,698	670,348	15,650
Delinquent Taxes	2,225	735	737	490	732	720	(61)	5,578	7,981	2,403
Intergovernmental Revenue	-	-	-	-	-	-	-	-	1,200	1,200
Auto Registration Fees	-	87,347	-	-	-	-	597,740	685,087	682,080	(3,007)
Road & Bridge Fees	132,193	41,469	54,367	55,251	50,855	60,215	48,698	443,048	618,135	175,087
Sales, Rentals & Services	2,348	(112)	(123)	6,718	1,100	3,038	1,859	14,828	-	(14,828)
Fines and Forfeitures	50,229	20,064	24,095	29,959	30,169	25,649	24,522	204,687	269,990	65,303
Other Revenue	-	-	-	-	-	-	-	-	-	-

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending June 30, 2019

	October 2018							Cumulative	Annual	Unrealized
	-December	January	February	March	April	May	June	Total	Budget	Balance
Engineering Fund										
Current Taxes	\$ 159,682	\$ 548,020	\$ 174,526	\$ 8,817	\$ 5,702	\$ 3,963	\$ 4,033	\$ 904,743	\$ 926,371	\$ 21,628
Delinquent Taxes	3,172	1,048	1,051	698	1,044	1,026	(87)	7,952	11,378	3,426
Licenses and Permits	-	-	1,400	-	1,520	-	1,900	4,820	800	(4,020)
Sales, Rentals & Services	200	-	-	-	-	-	-	200	400	200
Parks & Recreation										
Current Taxes	9,975	34,233	10,902	551	356	248	252	56,517	57,868	1,351
Delinquent Taxes	164	54	54	36	54	53	(5)	410	588	178
Sales, Rentals & Services	16,718	3,599	5,082	6,499	5,939	6,319	6,237	50,393	65,175	14,782
General Fund										
Current Taxes	13,330,610	45,749,896	10,407,963	736,083	476,008	330,874	336,645	71,368,079	73,172,590	1,804,511
Delinquent Taxes	271,738	89,792	90,034	59,829	89,425	87,887	(7,486)	681,219	974,562	293,343
Sales Taxes	2,997,978	2,770,458	2,901,469	2,287,886	2,513,275	2,820,432	2,966,564	19,258,062	24,650,000	5,391,938
Other Taxes	1,449	-	-	-	-	1,442	28,249	31,140	27,000	(4,140)
Licenses and Permits	71,673	35,427	33,281	30,027	49,477	35,326	331,358	586,569	420,050	(166,519)
Intergovernmental Revenue	126,721	8,275	105,496	28,769	397,305	47,389	123,645	837,600	1,037,411	199,811
Fees of Office	953,371	278,450	433,542	361,120	351,488	373,237	373,905	3,125,113	4,008,165	883,052
Other Sales, Rentals & Svcs.	1,289,762	532,812	419,652	(157,316)	95,650	1,102,353	258,461	3,541,374	2,174,300	(1,367,074)
Fines & Forfeitures	111,090	49,936	37,025	61,677	58,274	94,955	114,304	527,261	800,000	272,739
Interest	520,343	60,379	99,036	42,594	69,119	84,539	89,013	965,023	360,000	(605,023)
Other Revenue	-	-	-	-	-	-	-	-	-	-
Mosquito Control Fund										
Current Taxes	341,385	1,171,615	373,120	18,850	12,190	8,473	8,621	1,934,254	1,980,492	46,238
Delinquent Taxes	7,249	2,396	2,402	1,596	2,386	2,345	(200)	18,174	26,000	7,826
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-
Tobacco Settlement Fund										
Interest	6,096	2,498	3,818	1,732	2,975	3,923	3,978	25,020	22,500	(2,520)
Debt Service										
Current Taxes	780,540	2,678,769	853,097	43,100	27,871	19,374	19,712	4,422,463	4,384,205	(38,258)
Delinquent Taxes	21,564	6,876	6,796	4,325	6,978	6,402	237	53,178	57,389	4,211
Interest	1,991	2,501	4,770	2,188	3,787	5,023	5,206	25,466	10,000	(15,466)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-	-	-
Total	\$ 22,136,566	\$ 56,030,495	\$ 16,717,183	\$ 3,875,393	\$ 4,515,930	\$ 5,360,030	\$ 7,122,818	\$ 115,758,415	\$ 123,459,183	\$ 7,700,768

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 75% of Budget Expended
For The Month Ending June 30, 2019

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 349,976	\$ 657,877	\$ 307,901	46.80%
Road & Bridge Funds	5,626,989	8,310,549	2,683,560	32.29%
Engineering Fund	753,466	1,063,911	310,445	29.18%
Parks & Recreation Fund	65,200	213,945	148,745	69.52%
General Fund:				
General Government	18,374,925	25,590,527	7,215,602	28.20%
Judicial	14,055,786	19,880,321	5,824,535	29.30%
Law Enforcement	38,148,091	53,841,358	15,693,267	29.15%
Education	254,757	434,358	179,601	41.35%
Health & Welfare	5,668,187	8,733,559	3,065,372	35.10%
Maintenance	2,731,538	4,050,874	1,319,336	32.57%
Other	1,102,320	1,794,667	692,347	38.58%
Mosquito Control Fund	1,310,549	2,254,070	943,521	41.86%
Tobacco Settlement	150,000	150,000	-	0.00%
Debt Service Funds	582,065	4,689,808	4,107,743	87.59%
	<u>\$ 89,173,849</u>	<u>\$ 131,665,824</u>	<u>\$ 42,491,975</u>	<u>32.27%</u>



Statement of Expenditures - Compared With Budget Allocation

For The Month Ending June 30, 2019

	October 2018								Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	Encumbrances	Total	Budget	Balance
Jury Fund	\$ 115,063	\$ 26,311	\$ 17,036	\$ 54,817	\$ 17,044	\$ 47,133	\$ 69,009	\$ 3,563	\$ 349,976	\$ 657,877	\$ 307,901
Road & Brdg Pct. 1	439,896	102,709	107,284	115,789	103,028	171,067	110,953	153,782	1,304,508	1,892,766	588,258
Road & Brdg Pct. 2	772,969	115,185	117,349	175,235	80,851	186,676	147,250	154,374	1,749,889	2,241,040	491,151
Road & Brdg Pct. 3	443,552	128,724	154,995	110,925	216,005	166,654	156,185	37,235	1,414,275	2,021,606	607,331
Road & Brdg Pct. 4	348,594	110,333	73,048	108,718	135,767	150,217	102,544	129,096	1,158,317	2,155,137	996,820
Engineering	255,482	77,787	75,423	75,699	75,472	114,280	77,890	1,433	753,466	1,063,911	310,445
Parks & Recreation	17,421	6,892	11,046	6,299	5,070	3,019	5,095	10,358	65,200	213,945	148,745
Tax Assessor/Coll.	1,104,057	297,786	294,017	292,578	294,733	439,595	292,573	5,742	3,021,081	4,169,897	1,148,816
Human Resources	116,799	34,038	33,297	38,289	38,025	49,854	29,266	3,447	343,015	460,967	117,952
County Auditor	409,892	108,207	111,817	114,275	112,096	168,329	110,580	4,727	1,139,923	1,573,079	433,156
County Clerk	595,459	183,304	166,521	167,162	168,860	255,627	170,933	42,989	1,750,855	2,444,618	693,763
County Judge	226,340	69,000	64,153	65,526	80,004	97,020	69,464	548	672,055	954,780	282,725
Risk Management	71,924	20,955	20,207	20,701	21,305	30,055	20,442	-	205,589	268,173	62,584
County Treasurer	104,594	29,965	31,349	29,205	30,283	45,388	30,861	367	302,012	408,461	106,449
Printing Department	36,059	8,568	13,145	10,736	12,025	13,859	10,139	8,311	112,842	175,944	63,102
Purchasing Department	143,006	41,281	46,462	44,261	45,308	64,480	46,273	4,885	435,956	586,517	150,561
General Services	2,909,343	676,725	1,455,010	762,741	692,900	655,198	884,472	117,547	8,153,936	11,295,480	3,141,544
MIS	553,581	144,498	186,815	153,836	144,696	212,657	158,548	32,674	1,587,305	2,262,912	675,607
Voter's Registration	24,956	8,557	7,099	7,030	7,370	10,188	7,187	346	72,733	132,337	59,604
Elections	312,927	56,332	32,074	33,112	36,806	83,071	20,394	2,907	577,623	857,362	279,739
District Attorney	1,756,524	515,048	529,799	523,498	519,798	763,939	531,662	7,319	5,147,587	7,096,198	1,948,611
District Clerk	528,753	153,989	158,810	155,692	157,142	228,198	152,937	11,643	1,547,164	2,040,426	493,262
Criminal Dist. Court	302,189	114,216	108,055	118,671	120,028	142,836	106,065	3,473	1,015,533	1,556,924	541,391
58th Dist. Court	61,218	17,784	18,834	22,638	22,490	33,307	22,200	360	198,831	316,083	117,252
60th Dist. Court	81,040	24,155	24,425	24,355	22,783	30,953	23,165	259	231,135	311,180	80,045
136th Dist. Court	79,685	23,134	23,138	23,271	23,145	34,824	23,227	385	230,809	328,942	98,133
172nd Dist. Court	77,306	21,632	21,239	20,804	21,632	33,307	26,570	6,516	229,006	322,037	93,031
252nd Dist. Court	225,346	84,315	96,970	73,236	91,681	93,259	80,528	97	745,432	1,171,756	426,324
279th Dist. Court	108,170	31,770	30,572	39,325	30,006	38,421	31,383	-	309,647	436,139	126,492
317th Dist. Court	202,388	55,614	63,609	53,232	52,154	87,717	57,496	1,688	573,898	823,557	249,659
J.P. Pct. 1 Pl 1	101,271	30,172	29,812	29,696	29,269	44,355	31,062	212	295,849	395,346	99,497
J.P. Pct. 1 Pl 2	93,908	28,280	31,150	30,763	30,618	43,195	27,435	1,021	286,370	395,465	109,095
J.P. Pct. 2	77,734	22,762	22,755	22,390	23,034	33,937	23,362	372	226,346	364,007	137,661
J.P. Pct. 4	97,797	28,263	29,797	27,829	28,804	42,440	28,681	25	283,636	394,148	110,512
J.P. Pct. 6	97,054	27,972	29,011	30,086	30,175	46,194	29,470	968	290,930	396,643	105,713
J.P. Pct. 7	95,646	28,120	29,164	28,786	28,061	46,587	28,504	100	284,968	398,847	113,879
J.P. Pct. 8	91,209	26,253	26,785	27,951	27,014	39,169	27,396	323	266,100	384,659	118,559
Cnty. Court at Law 1	127,515	37,457	37,515	37,829	37,641	56,190	37,501	85	371,733	499,418	127,685
Cnty. Court at Law 2	152,080	43,313	45,045	41,230	49,076	58,829	35,435	189	425,197	643,390	218,193
Cnty. Court at Law 3	196,806	55,958	56,662	57,058	61,583	85,099	58,875	188	572,229	751,572	179,343
Court Master	110,625	40,364	47,208	32,062	32,324	45,338	39,654	-	347,575	577,802	230,227

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending June 30, 2019

	October 2018								Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	Encumbrances	Total	Budget	Balance
Dispute Resolution	\$ 58,495	\$ 19,538	\$ 18,434	\$ 17,079	\$ 16,434	\$ 28,017	\$ 17,052	\$ 762	\$ 175,811	\$ 275,782	\$ 99,971
Alternative School	112,635	24,510	24,510	33,058	32,424	48,389	33,023	783	309,332	433,728	124,396
Comm. Supervision	1,073	358	358	358	358	358	358	-	3,221	13,232	10,011
Sheriff's Dept.	3,501,300	1,037,068	979,032	985,195	952,593	1,445,580	1,008,720	71,676	9,981,164	14,070,190	4,089,026
Crime Lab	340,876	90,617	92,054	95,751	102,244	140,914	99,981	20,732	983,169	1,426,809	443,640
Jail	7,231,241	2,148,781	2,029,004	2,023,604	2,188,242	3,160,222	1,967,165	584,125	21,332,384	29,636,166	8,303,782
Juvenile Probation	357,932	104,128	107,287	109,717	106,998	165,224	124,924	5,631	1,081,841	1,705,101	623,260
Juvenile Detention	459,011	152,919	141,487	153,159	146,119	207,454	153,584	62,747	1,476,480	2,255,823	779,343
Constable Pct. 1	214,437	64,112	60,986	59,562	61,530	87,428	58,037	3,892	609,984	814,752	204,768
Constable Pct. 2	118,837	34,465	34,215	35,245	34,049	51,334	33,875	9,306	351,326	493,896	142,570
Constable Pct. 4	115,168	33,491	33,636	33,708	33,832	51,222	33,260	1,708	336,025	477,706	141,681
Constable Pct. 6	151,691	43,747	44,890	43,531	44,051	60,200	40,642	1,208	429,960	586,116	156,156
Constable Pct. 7	113,429	34,106	34,429	34,899	35,916	51,713	34,077	185	338,754	478,379	139,625
Constable Pct. 8	122,301	35,381	35,285	35,517	36,461	53,001	35,411	655	354,012	479,460	125,448
County Morgue	119,937	68,633	69,100	75,548	79,623	62,952	76,621	8,025	560,439	970,000	409,561
Agriculture Ext.	76,379	23,894	24,414	25,754	26,502	45,692	30,924	1,198	254,757	434,358	179,601
Public Health # 1	303,846	93,726	118,263	93,095	142,188	152,780	89,819	5,051	998,768	1,372,942	374,174
Public Health # 2	289,477	100,488	92,658	91,022	97,948	130,067	97,507	2,706	901,873	1,316,304	414,431
Nurse Practitioner	89,020	24,327	23,596	22,520	24,165	36,146	21,904	7,709	249,387	326,697	77,310
Child Welfare	28,018	13,777	1,537	3,746	18,060	14,332	6,832	-	86,302	120,000	33,698
Env. Control	104,543	29,927	30,425	30,138	30,758	44,902	30,086	202	300,981	418,204	117,223
Ind. Medical Svcs.	256,661	1,881,545	134,228	138,372	77,492	163,872	59,966	269,732	2,981,868	4,926,459	1,944,591
Emergency Mgmt.	51,861	14,939	14,941	15,091	14,942	22,295	14,939	-	149,008	252,953	103,945
Beaumont Maintenance	459,088	206,905	181,652	216,656	306,289	188,190	175,107	243,571	1,977,458	2,971,815	994,357
Port Arthur Maint.	162,381	59,988	53,593	60,089	59,113	79,218	65,305	47,777	587,464	829,373	241,909
Mid-County Maint.	45,089	18,059	15,821	16,690	16,316	19,489	15,324	19,828	166,616	249,686	83,070
Service Center	231,967	60,340	73,937	79,893	80,786	121,028	66,644	151,395	865,990	1,139,973	273,983
Veteran Service	82,989	23,456	23,702	23,456	23,660	35,535	23,350	182	236,330	318,121	81,791
Mosquito Control	563,263	169,015	89,900	93,623	98,029	156,295	101,338	39,086	1,310,549	2,254,070	943,521
Tobacco Settlement	150,000	-	-	-	-	-	-	-	150,000	150,000	-
Debt Service Funds	2,565	579,000	-	-	500	-	-	-	582,065	4,689,808	4,107,743
Contingency	-	-	-	-	-	-	-	-	-	336,573	336,573
Total	\$ 29,581,688	\$ 10,848,968	\$ 9,061,876	\$ 8,453,412	\$ 8,643,728	\$ 11,816,310	\$ 8,458,441	\$ 2,309,426	\$ 89,173,849	\$ 131,665,824	\$ 42,491,975

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending June 30, 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
2019 Certificates of Obligation	15,395,000	-	77,808		77,808	-	-	-	-	15,395,000
	<u>\$ 43,135,000</u>	<u>\$ 3,450,000</u>	<u>\$ 1,235,808</u>	<u>\$ 4,000</u>	<u>\$ 4,689,808</u>	<u>\$ -</u>	<u>\$ 579,000</u>	<u>\$ 3,065</u>	<u>\$ 582,065</u>	<u>\$ 43,135,000</u>

Jefferson County, Texas
Statement of Transfers In and Out
For The Month Ending June 30, 2019

Fund		Transfers In	Transfers Out
120	General Fund	-	1,017,284 (a)
120	General Fund	-	186,222 (b)
120	General Fund	-	77,808 (a)
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	177,614 (b)	-
257	Auto Theft Grant	25,827 (b)	-
263	VAWA Fund	54,315 (b)	-
265	Check Water & Sewer Phase 5	18,150 (b)	-
550	SETEC Fund	869,730 (a)	-
430	2019 Certificates of Obligation	77,808 (b)	-
865	Marine Division	-	9,787 (b)
876	Sheriff - Spindletop Grant	52,768 (b)	-
882	FY 2017 Port Security Grant	2,562 (b)	-
883	FY 2018 Port Security Grant	7,225 (b)	-
		<u>\$1,386,312</u>	<u>\$1,386,312</u>

(a) Budgeted Transfer

(b) Grant Match

Jefferson County, Texas
Statement of Comp-Time Liability
For The Third Quarter - June 30, 2019

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	368.00	\$ 9,004.95
Road & Bridge # 2	581.20	14,641.05
Road & Bridge # 3	692.95	16,269.20
Road & Bridge # 4	4.12	89.46
Engineering	79.52	2,387.84
Tax Assessor/Collector	374.19	8,111.24
Human Resources	-	-
County Auditor	87.89	2,776.70
County Clerk	207.61	4,727.47
County Judge	72.63	1,940.68
Treasurer	0.01	0.10
Printing	0.55	13.96
Purchasing Department	8.75	190.09
MIS	430.36	12,720.84
Voter Registration	39.50	977.50
Elections Department	164.14	3,781.89
District Attorney	0.08	1.77
District Clerk	677.40	13,656.54
Criminal District Court	82.25	2,183.07
58th District Court	1.62	43.13
172nd District Court	-	-
252nd District Court	34.38	1,365.82
279th District Court	0.01	0.13
Justice of Peace Pct. 1 Pl. 1	25.87	665.08
Justice of Peace Pct. 1 Pl. 2	97.50	2,369.47
Justice of Peace Pct. 2	-	-
Justice of Peace Pct. 4	0.01	0.13
Justice of Peace Pct. 6	3.63	89.18
Justice of Peace Pct. 7	50.63	1,300.60
Justice of Peace Pct. 8	-	-
County Court at Law #2	117.12	3,108.55
Court Master	11.88	250.38
Dispute Resolution Center	133.25	2,460.52
Alternative School	9.25	294.86
Sheriff's Department	12,625.57	435,373.02
Crime Lab	230.60	8,754.48
Correctional Facility	9,202.58	241,499.16
Juvenile Probation	142.41	2,837.09
Juvenile Detention Home	208.99	3,491.17
Constable Pct. 1	167.38	4,565.11

Jefferson County, Texas
Statement of Comp-Time Liability
For The Third Quarter - June 30, 2019

Department	Cumulative Hours	Current Liability
Constable Pct. 2	34.00	\$ 1,370.40
Constable Pct. 4	112.50	4,513.44
Constable Pct. 6	48.71	1,528.10
Constable Pct. 7	21.29	784.57
Constable Pct. 8	24.00	507.33
Public Health No. 1	94.07	1,545.80
Public Health No. 2	92.01	1,788.77
Environmental Control	-	-
Indigent Health	-	-
Emergency Management	59.00	1,788.33
Mosquito Control	335.63	7,673.81
Maintenance - Beaumont	352.25	7,947.20
Maintenance - Port Arthur	124.75	2,574.74
Maintenance- Mid County	18.50	381.10
Service Center	10.50	260.77
Veterans' Services Office	0.62	15.24
Airport	767.80	16,056.25
Visitors' Center	81.05	1,237.33
Grant A Basic Probation	38.62	715.41
Grant A Mental Health Service	6.00	168.87
Grant A Community Programs	83.45	1,582.25
Grant A Pre and Post Adjudication	-	-
Misdemeanor Pre-Trial	-	-
Community Supervision	388.04	9,237.90
Women's Center	649.26	9,451.93
Adult Surveillance Program	-	-
Community Corrections	33.26	567.48
High Need Program	15.62	328.09
TJPC Grant Contract M	8.00	146.49
Drug Diversion	32.63	638.05
Juvenile Probation and Detention	0.01	0.07
Mentally Impaired Offender	20.75	474.60
Auto Theft	33.75	1,259.66
Sheriff Mental Health Liason -Cnty	12.75	418.66
Sheriff Mental Health Liason	20.00	571.83
ASAP	182.38	5,367.76
Marine Division	3,375.13	112,980.58
Courthouse Security	210.00	7,059.39
Total	34,220.16	\$ 1,002,884.43
Comp-Time Liability at 6/30/18	34,557.84	\$970,800.42

PGM: GMCOMMV2	DATE 07-29-2019	PAGE: 1 209
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
TRI-CITY COFFEE SERVICE	404.15	461806
DAWN DONUTS	45.50	461919
		449.65**
ROAD & BRIDGE PCT.#1		
SPIDLE & SPIDLE	3,679.68	461747
RB EVERETT & COMPANY, INC.	329.19	461763
M&D SUPPLY	250.93	461774
MUNRO'S	34.10	461778
RITTER @ HOME	13.98	461785
SANITARY SUPPLY, INC.	282.00	461788
AT&T	68.68	461792
TEXAS STATE DIRECTORY	20.90	461804
VERIZON WIRELESS	75.98	461839
UNITED STATES POSTAL SERVICE	.50	461841
ROSS RIDGE SAND COMPANY LP	441.00	461877
ADVANCE AUTO PARTS	30.85	461905
PETROLEUM MATERIALS LLC	51.05	461913
GULF COAST	1,365.15	461926
		6,643.99**
ROAD & BRIDGE PCT.#2		
CENTERPOINT ENERGY RESOURCES CORP	45.56	461864
		45.56**
ROAD & BRIDGE PCT. # 3		
SPIDLE & SPIDLE	7,637.99	461747
AUDILET TRACTOR SALES	63.12	461752
ENTERGY	112.98	461766
LOUIS' YAZOO SALES & SERVICE, LLC	171.35	461773
MUNRO'S	206.75	461778
SMART'S TRUCK & TRAILER, INC.	67.66	461790
TIME WARNER COMMUNICATIONS	118.84	461797
DEPARTMENT OF INFORMATION RESOURCES	.11	461826
NORTHERN TOOL AND EQUIPMENT	449.97	461894
FELIX AAA AUTO & TRUCK PARTS LLC	996.77	461918
SMITTY'S HAMSHIRE GULF	14.00	461924
ALL TERRAIN EQUIPMENT CO	307.69	461931
		10,147.23**
ROAD & BRIDGE PCT.#4		
SPIDLE & SPIDLE	1,288.89	461747
M&D SUPPLY	58.07	461774
MUNRO'S	125.11	461778
OFFICE DEPOT	234.17	461780
SANITARY SUPPLY, INC.	438.50	461788
BEAUMONT INDEPENDENT SCHOOL	6,675.00	461820
UNITED STATES POSTAL SERVICE	2.01	461841
ON TIME TIRE	90.00	461900
O'REILLY AUTO PARTS	498.09	461940
WC TRACTOR - BEAUMONT	176.13	461943
TROY EAGLAN	4.24	461946
		9,590.21**
ENGINEERING FUND		
TRI-CITY COFFEE SERVICE	56.75	461806
UNITED STATES POSTAL SERVICE	1.45	461841
CANON SOLUTIONS AMERICA INC	120.00	461907
		178.20**
PARKS & RECREATION		
SPRINT WASTE SERVICES LP	310.80	461912
ALL TERRAIN EQUIPMENT CO	644.65	461931
		955.45**
GENERAL FUND		
JEFFERSON CTY. CLERK	3,136.56	461745
		3,136.56*
TAX OFFICE		

PGM: GMCOMMV2	DATE 07-29-2019		PAGE: 2 210 TOTAL
NAME	AMOUNT	CHECK NO.	
OFFICE DEPOT	323.00	461780	
CDW COMPUTER CENTERS, INC.	306.34	461821	
DEPARTMENT OF INFORMATION RESOURCES	.05	461826	
UNITED STATES POSTAL SERVICE	423.22	461841	
ROCHESTER ARMORED CAR CO INC	378.40	461891	
ALLISON GETZ	1,046.50	461917	
CINTAS CORPORATION	160.02	461923	2,637.53*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	1,575.00	461777	
UNITED STATES POSTAL SERVICE	2.65	461841	1,577.65*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	2.45	461841	2.45*
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING	79.50	461771	
OFFICE DEPOT	78.44	461780	
TAC - TEXAS ASSN. OF COUNTIES	175.00	461796	
ARMA INTERNATIONAL	225.00	461816	
UNITED STATES POSTAL SERVICE	230.28	461841	
WESTERN MICROGRAPHICS & IMAGING	2,015.17	461899	2,803.39*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	3.30	461841	
ROCKY LAWDERMILK	2,000.00	461853	
J.T. HAYNES	1,500.00	461866	
FRED JACKSON	232.00	461882	
HARVEY L WARREN III	1,650.00	461888	
JAN GIROUARD & ASSOCIATES LLC	600.00	461922	5,985.30*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	11.81	461841	
KIM ISAACS	159.92	461859	171.73*
COUNTY TREASURER			
OFFICE DEPOT	82.99	461780	
UNITED STATES POSTAL SERVICE	149.08	461841	
CLASSIC FORMS AND PRODUCTS	119.00	461856	185.09*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	647.60	461781	647.60*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	11.54	461841	11.54*
GENERAL SERVICES			
SPINDLETOP MHMR	33,650.58	461772	
OLMSTED-KIRK PAPER	2,520.00	461781	
TIME WARNER COMMUNICATIONS	285.81	461798	
ADVANCED STAFFING	97.50	461819	
CROWN CASTLE INTERNATIONAL	1,591.26	461857	
ROCHESTER ARMORED CAR CO INC	5,491.37	461891	
SAM'S CLUB DIRECT	126.82	461903	43,763.34*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	4,495.67	461821	
VERIZON WIRELESS	75.98	461839	4,571.65*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	143.96	461841	143.96*
ELECTIONS DEPARTMENT			

PGM: GMCOMMV2	DATE 07-29-2019		PAGE: 3
NAME	AMOUNT	CHECK NO.	TOTAL 211
OFFICE DEPOT	41.97	461780	
DEPARTMENT OF INFORMATION RESOURCES	.01	461826	
A. RIFKIN COMPANY	127.06	461861	169.04*
DISTRICT ATTORNEY			
JEFFERSON CTY. YOUNG LAWYER'S ASSOC	25.00	461749	
CASH ADVANCE ACCOUNT	143.48	461770	
TEXAS DISTRICT & COUNTY ATTY ASSN.	275.00	461801	
RENE MULHOLLAND	29.25	461809	
CDW COMPUTER CENTERS, INC.	96.99	461821	
UNITED STATES POSTAL SERVICE	201.79	461841	
CHILD ABUSE & FORENSIC SERVICES	125.00	461848	
THOMSON REUTERS-WEST	517.65	461909	1,414.16*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	352.91	461841	352.91*
CRIMINAL DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	595.00	461765	
OFFICE DEPOT	241.00	461780	
TEXAS COURT REPORTERS ASSOCIATION	395.00	461802	
RENE MULHOLLAND	3,487.15	461809	
UNITED STATES POSTAL SERVICE	27.50	461841	
LANGSTON ADAMS	900.00	461854	5,645.65*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.82	461841	.82*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	6.95	461841	
SIERRA SPRING WATER CO. - BT	42.50	461845	49.45*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	5.36	461841	
LEXIS-NEXIS	156.00	461843	161.36*
252ND DISTRICT COURT			
CRISTY SMITH	611.10	461756	
PROVOST & UMPHREY LAW FIRM, L.L.P.	8,712.50	461783	
UNITED STATES POSTAL SERVICE	92.82	461841	
SUMMER TANNER	979.70	461867	
RYAN GERTZ	18,435.19	461887	28,831.31*
279TH DISTRICT COURT			
ANGELA L MORMAN	395.00	461874	395.00*
317TH DISTRICT COURT			
CASH ADVANCE ACCOUNT	473.21	461770	
UNITED STATES POSTAL SERVICE	1.00	461841	
JUDY PAASCH	2,465.42	461863	2,939.63*
JUSTICE COURT-PCT 1 PL 1			
CASH ADVANCE ACCOUNT	666.80	461770	
UNITED STATES POSTAL SERVICE	65.40	461841	732.20*
JUSTICE COURT-PCT 1 PL 2			
CASH ADVANCE ACCOUNT	838.96	461770	
UNITED STATES POSTAL SERVICE	2.88	461841	841.84*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.31	461826	.31*
JUSTICE COURT-PCT 6			

PGM: GMCOMMV2	DATE 07-29-2019	AMOUNT	CHECK NO.	PAGE: 4 212 TOTAL
NAME				
UNITED STATES POSTAL SERVICE	45.66	461841		
SIERRA SPRING WATER CO. - BT	42.50	461844		
				88.16*
JUSTICE COURT-PCT 7				
OFFICE DEPOT	584.13	461780		
AT&T	33.22	461792		
DEPARTMENT OF INFORMATION RESOURCES	.18	461826		
				617.53*
COUNTY COURT AT LAW NO.1				
UNITED STATES POSTAL SERVICE	2.88	461841		
				2.88*
COUNTY COURT AT LAW NO. 2				
UNITED STATES POSTAL SERVICE	3.71	461841		
				3.71*
COUNTY COURT AT LAW NO. 3				
CHARLES ROJAS	500.00	461823		
UNITED STATES POSTAL SERVICE	8.59	461841		
LANGSTON ADAMS	300.00	461854		
				808.59*
COURT MASTER				
UNITED STATES POSTAL SERVICE	1.91	461841		
				1.91*
MEDIATION CENTER				
UNITED STATES POSTAL SERVICE	4.45	461841		
				4.45*
ALTERNATIVE SCHOOL				
TRIANGLE ENGINE DIST.	87.00	461805		
				87.00*
COMMUNITY SUPERVISION				
AAA LOCK & SAFE	75.00	461744		
				75.00*
SHERIFF'S DEPARTMENT				
EQUINE MEDICINE & SURGERY	258.00	461762		
HARBOR FREIGHT TOOLS	171.20	461767		
MOORMAN & ASSOCIATES, INC.	450.00	461777		
OFFICE DEPOT	55.50	461780		
TIME WARNER COMMUNICATIONS	1,024.75	461799		
TEXAS NARCOTICS OFFICER'S ASSN.	400.00	461803		
DEPARTMENT OF INFORMATION RESOURCES	537.49	461826		
UNITED STATES POSTAL SERVICE	1,012.39	461841		
BEAUMONT OCCUPATIONAL SERVICE, INC.	34.95	461847		
RITA HURT	275.00	461897		
J&E WELDING INC	4,500.00	461898		
GALLS LLC	216.87	461916		
3L PRINTING COMPANY	375.00	461921		
FANNETT VETERINARY CLINIC	317.00	461938		
				9,628.15*
CRIME LABORATORY				
AGILENT TECHNOLOGIES	408.30	461750		
ULINE SHIPPING SUPPLY SPECIALI	111.21	461807		
				519.51*
JAIL - NO. 2				
BOB BARKER CO., INC.	3,708.90	461753		
CITY OF BEAUMONT - WATER DEPT.	13,588.83	461759		
W.W. GRAINGER, INC.	285.01	461764		
M&D SUPPLY	82.89	461774		
OFFICE DEPOT	357.87	461780		
SAM HOUSTON STATE UNIVERSITY	840.00	461787		
SANITARY SUPPLY, INC.	971.62	461788		
TRAILER HITCH DEPOT	35.00	461824		
DEPARTMENT OF INFORMATION RESOURCES	4.83	461826		
LOWE'S HOME CENTERS, INC.	20.40	461851		

PGM: GMCOMMV2	DATE 07-29-2019	PAGE: 5
NAME	AMOUNT	CHECK NO.
		TOTAL
WORLD FUEL SERVICES	1,381.62	461886
AI FILTER SERVICE COMPANY	737.60	461895
INDUSTRIAL & COMMERCIAL MECHANICAL	10,605.00	461902
MATERA PAPER COMPANY INC	52.25	461908
THOMSON REUTERS-WEST	3,779.79	461909
GALLS LLC	185.00	461916
IMPACT WASTE LLC	360.00	461925
NATIONAL FOOD GROUP INC	12,029.57	461930
		49,026.18*
JUVENILE PROBATION DEPT.		
EDWARD B. GRIPON, M.D., P.A.	1,450.00	461765
OFFICE DEPOT	322.16	461780
VERIZON WIRELESS	52.46	461839
UNITED STATES POSTAL SERVICE	21.48	461841
NISHA AMIN	1,600.00	461878
		3,446.10*
JUVENILE DETENTION HOME		
CITY OF BEAUMONT - WATER DEPT.	2,511.75	461759
MEDICAL PLUS	175.00	461846
FLOWERS FOODS	135.77	461858
CENTERPOINT ENERGY RESOURCES CORP	313.55	461864
TEXAS JUVENILE DETENTION ASSOC	375.00	461868
AI FILTER SERVICE COMPANY	183.79	461895
STERICYCLE, INC	35.00	461939
		3,729.86*
CONSTABLE PCT 1		
VERIZON WIRELESS	227.94	461839
UNITED STATES POSTAL SERVICE	70.40	461841
LASER TECHNOLOGY	1,395.00	461881
		1,693.34*
CONSTABLE-PCT 2		
VERIZON WIRELESS	113.97	461839
		113.97*
CONSTABLE-PCT 4		
VERIZON WIRELESS	113.97	461839
		113.97*
CONSTABLE-PCT 6		
VERIZON WIRELESS	113.97	461839
UNITED STATES POSTAL SERVICE	12.98	461841
		126.95*
CONSTABLE PCT. 7		
AT&T	33.14	461792
VERIZON WIRELESS	113.97	461839
		147.11*
CONSTABLE PCT. 8		
VERIZON WIRELESS	113.97	461839
		113.97*
HEALTH AND WELFARE NO. 1		
CALVARY MORTUARY	1,500.00	461757
CLAYBAR FUNERAL HOME, INC.	9,150.00	461760
CLAYBAR FUNERAL HOME, INC.	5,200.00	461761
AUSTIN CECIL WALKES MD PA	3,245.08	461811
UNITED STATES POSTAL SERVICE	73.53	461841
PROCTOR'S MORTUARY INC	1,750.00	461889
		20,918.61*
HEALTH AND WELFARE NO. 2		
BROUSSARD'S MORTUARY	4,500.00	461755
AT&T	33.22	461792
AUSTIN CECIL WALKES MD PA	3,245.08	461811
MCKESSON MEDICAL-SURGICAL INC	239.39	461822
STERICYCLE, INC	35.00	461939
		8,052.69*
NURSE PRACTITIONER		

PGM: GMCOMMV2	DATE 07-29-2019	AMOUNT	CHECK NO.	PAGE: 6 214 TOTAL
GEORGE V. ZUZUKIN, M.D.		1,000.00	461748	1,000.00*
CHILD WELFARE UNIT				
BEAUMONT OCCUPATIONAL SERVICE, INC.		34.95	461847	
J.C. PENNEY'S		697.81	461849	
SEARS COMMERICAL CREDIT		248.73	461850	981.49*
ENVIRONMENTAL CONTROL				
OFFICE DEPOT		13.74	461780	
AT&T		61.92	461792	
DEPARTMENT OF INFORMATION RESOURCES		.03	461826	75.69*
INDIGENT MEDICAL SERVICES				
OFFICE DEPOT		111.00	461780	
CDW COMPUTER CENTERS, INC.		897.90	461821	
CARDINAL HEALTH 110 INC	41,	455.29	461910	
DANA JOHNSON		525.00	461914	
CORLISS R FLOURNOY		600.00	461944	43,589.19*
EMERGENCY MANAGEMENT				
VERIZON WIRELESS		150.00	461838	150.00*
MAINTENANCE-BEAUMONT				
SPIDLE & SPIDLE		2,363.40	461747	
CITY OF BEAUMONT - WATER DEPT.		9,047.76	461759	
RALPH'S INDUSTRIAL ELECTRONICS		250.80	461786	
SANITARY SUPPLY, INC.		1,361.50	461788	
ACE IMAGEWEAR		208.41	461789	
AT&T		5,924.43	461792	
WARREN EQUIPMENT CO.		699.72	461812	
DEPARTMENT OF INFORMATION RESOURCES		670.49	461826	
ADVANTAGE INTEREST INC	4,	835.80	461932	
REXEL USA INC		531.97	461935	25,894.28*
MAINTENANCE-PORT ARTHUR				
OFFICE DEPOT		59.13	461780	
AT&T		61.92	461792	
TIME WARNER COMMUNICATIONS		423.13	461800	
DEPARTMENT OF INFORMATION RESOURCES		.26	461826	544.44*
MAINTENANCE-MID COUNTY				
CENTERPOINT ENERGY RESOURCES CORP		84.04	461864	84.04*
SERVICE CENTER				
ACTION AUTO GLASS		394.64	461746	
SPIDLE & SPIDLE	10,	119.16	461747	
CHUCK'S WRECKER SERVICE		210.00	461758	
J.K. CHEVROLET CO.		76.34	461769	
MUNRO'S		45.90	461778	
PHILPOTT MOTORS, INC.		326.44	461782	
JEFFERSON CTY. TAX OFFICE		7.50	461827	
JEFFERSON CTY. TAX OFFICE		7.50	461828	
JEFFERSON CTY. TAX OFFICE		7.50	461829	
JEFFERSON CTY. TAX OFFICE		7.50	461830	
JEFFERSON CTY. TAX OFFICE		7.50	461831	
JEFFERSON CTY. TAX OFFICE		7.50	461832	
JEFFERSON CTY. TAX OFFICE		7.50	461833	
JEFFERSON CTY. TAX OFFICE		7.50	461834	
JEFFERSON CTY. TAX OFFICE		7.50	461835	
JEFFERSON CTY. TAX OFFICE		7.50	461836	
JEFFERSON CTY. TAX OFFICE		22.00	461837	
BUMPER TO BUMPER		725.25	461862	
AMERICAN TIRE DISTRIBUTORS		117.14	461883	
MIGHTY OF SOUTHEAST TEXAS		216.79	461893	
ADVANCE AUTO PARTS		256.88	461905	12,585.54*
VETERANS SERVICE				

PGM: GMCOMMV2	DATE 07-29-2019	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	3.05	461841
HILARY GUEST	106.60	461855
		109.65*
		291,505.43**
MOSQUITO CONTROL FUND		
BIOQUIP PRODUCTS	1,082.02	461754
MUNRO'S	55.78	461778
UNITED PARCEL SERVICE	14.08	461808
CENTERPOINT ENERGY RESOURCES CORP	37.25	461864
LJA ENGINEERING INC	465.66	461901
AERO PERFORMANCE	350.95	461911
		2,005.74**
FEMA EMERGENCY		
KNIFE RIVER	184.64	461873
GULF COAST	707.75	461927
		892.39**
J.C. FAMILY TREATMENT		
JUDY PAASCH	40.00	461863
PATRICIA PETERS	20.00	461920
		60.00**
LAW LIBRARY FUND		
LEXIS-NEXIS	401.00	461842
LEXISNEXIS MATTHEW BENDER	1,167.89	461852
THOMSON REUTERS-WEST	205.27	461909
		1,774.16**
EMPG GRANT		
VERIZON WIRELESS	63.12	461838
		63.12**
JUVENILE PROB & DET. FUND		
REGION V EDUCATION SERVICE CENTER	5,000.00	461784
VERIZON WIRELESS	64.13	461838
VERIZON WIRELESS	69.84	461839
VICTORIA COUNTY JUVENILE SERVICES	5,930.70	461880
TRUECORE BEHAVIORAL SOLUTIONS LLC	9,738.00	461936
		20,802.67**
GRANT A STATE AID		
CASH ADVANCE ACCOUNT	1,277.39	461770
OFFICE DEPOT	453.53	461780
HAYS COUNTY	9,850.00	461817
BI INCORPORATED	1,317.22	461825
HAYS COUNTY JUVENILE CENTER	34.70	461871
YOUTH ADVOCATE PROGRAM	6,457.50	461876
VICTORIA COUNTY JUVENILE SERVICES	2,544.09	461880
GRAYSON COUNTY DEPT OF JUVENILE	3,460.00	461915
TRUECORE BEHAVIORAL SOLUTIONS LLC	4,869.00	461936
		30,263.43**
COMMUNITY SUPERVISION FND		
OFFICE DEPOT	612.23	461780
PAMELA G. STEWART	45.24	461793
PEGGY HARRISON	28.99	461818
DEPARTMENT OF INFORMATION RESOURCES	.70	461826
VERIZON WIRELESS	44.52	461839
UNITED STATES POSTAL SERVICE	74.76	461841
REDWOOD TOXICOLOGY LABORATORY	328.25	461870
STERICYCLE, INC	35.00	461939
		1,169.69**
JEFF. CO. WOMEN'S CENTER		
ENTERGY	1,803.74	461766
ISI COMMERCIAL REFRIGERATION	713.53	461768
MARKET BASKET	16.99	461775
KIM MCKINNEY, LPC, LMFT	225.00	461776
OFFICE DEPOT	196.70	461780
AT&T	141.42	461792
SYSCO FOOD SERVICES, INC.	2,258.85	461795

PGM: GMCOMMV2	DATE 07-29-2019	AMOUNT	CHECK NO.	PAGE: 8 216 TOTAL
NAME				
BURT WALKER PARTNERS, LTD	4,500.00	461810		
PETTY CASH - RESTITUTION I	20.00	461814		
DEPARTMENT OF INFORMATION RESOURCES	.28	461826		
VERIZON WIRELESS	15.94	461839		
BEN E KEITH FOODS	2,257.37	461860		
ROCHESTER ARMORED CAR CO INC	123.36	461891		
SAM'S CLUB DIRECT	30.24	461903		
MATERA PAPER COMPANY INC	598.46	461908		
CINTAS CORPORATION	85.04	461923		
				12,986.92**
LAW OFFICER TRAINING GRT				
TEXAS COMMISSION ON LAW ENFORCEMENT	35.00	461879		
				35.00**
COUNTY CLERK - RECORD MGT				
SOUTHWEST SOLUTIONS GROUP INC	14,226.00	461937		
				14,226.00**
DRUG INTERVENTION COURT				
SANITARY SUPPLY, INC.	574.24	461788		
				574.24**
DEPUTY SHERIFF EDUCATION				
CASH ADVANCE ACCOUNT	638.88	461770		
				638.88**
J.P. COURTROOM TECH. FUND				
VERIZON WIRELESS	227.94	461839		
				227.94**
HOTEL OCCUPANCY TAX FUND				
ENTERGY	1,171.70	461766		
M&D SUPPLY	78.67	461774		
OFFICE DEPOT	169.99	461780		
DEPARTMENT OF INFORMATION RESOURCES	1.67	461826		
UNITED STATES POSTAL SERVICE	14.10	461841		
DISH NETWORK	133.58	461869		
LA RUE ROUGEAU	138.04	461872		
LANDSCAPER'S WHOLESALE MARKET	100.90	461892		
ALLISON UNDERHILL	132.82	461941		
				1,941.47**
CAPITAL PROJECTS FUND				
LJA ENGINEERING INC	1,240.66	461901		
				1,240.66**
COASTAL RESTORATION PRJCT				
LJA ENGINEERING INC	4,499.86	461901		
				4,499.86**
AIRPORT FUND				
S.E. TEXAS BUILDING SERVICE	4,246.66	461791		
WORTH HYDROCHEM	130.00	461813		
BUBBA'S AIR CONDITIONING	604.25	461815		
DEPARTMENT OF INFORMATION RESOURCES	.14	461826		
VERIZON WIRELESS	37.99	461839		
CENTERPOINT ENERGY RESOURCES CORP	111.21	461864		
RUTTY & MORRIS LLC	265.00	461875		
NEW PIG CORPORATION	1,304.34	461884		
UNIFIRST HOLDINGS INC	166.65	461885		
CRAWFORD ELECTRIC SUPPLY COMPANY	51.00	461904		
WAUKESHA-PEARCE INDUSTRIES LLC	1,684.00	461928		
TITAN AVIATION FUELS	91,021.83	461942		
				99,623.07**
AIRPORT IMPROVE. GRANTS				
TOLUNAY-WONG ENGINEERS INC	859.50	461890		
				859.50**
SE TX EMP. BENEFIT POOL				
EXPRESS SCRIPTS INC	61,690.04	461933		
UNITEDHEALTHCARE INSURANCE COMPANY	104,273.31	461934		
				165,963.35**
WORKER'S COMPENSATION FD				

PGM: GMCOMMV2	DATE 07-29-2019	AMOUNT	CHECK NO.	PAGE: 9 217 TOTAL
TRISTAR RISK MANAGEMENT		9,319.67	461865	
BAIL BONDING FUND				9,319.67**
SARAH S COX & MARILLOUISE S AVERY		1,000.00	461947	
SHERIFF'S FORFEITURE FUND				1,000.00**
J.K. CHEVROLET CO.		3,695.00	461769	
CASH ADVANCE ACCOUNT		576.64	461770	
LOWE'S HOME CENTERS, INC.		2,862.51	461851	
ROGER SMITH		25.96	461906	
PAYROLL FUND				7,160.11**
JEFFERSON CTY. - FLEXIBLE SPENDING		13,706.00	461722	
CLEAT		342.00	461723	
JEFFERSON CTY. TREASURER		13,899.33	461724	
RON STADTMUELLER - CHAPTER 13		307.50	461725	
INTERNAL REVENUE SERVICE		208.00	461726	
JEFFERSON CTY. ASSN. OF D.S. & C.O.		4,040.00	461727	
JEFFERSON CTY. COMMUNITY SUP.		9,993.01	461728	
JEFFERSON CTY. TREASURER - HEALTH		529,249.28	461729	
JEFFERSON CTY. TREASURER - GENERAL		10.00	461730	
JEFFERSON CTY. TREASURER - PAYROLL		1,765,606.31	461731	
JEFFERSON CTY. TREASURER - PAYROLL		631,769.90	461732	
MONY LIFE INSURANCE OF AMERICA		100.34	461733	
POLICE & FIRE FIGHTERS' ASSOCIATION		2,183.63	461734	
TGSLC		736.73	461735	
JEFFERSON CTY. TREASURER - TCDRS		675,358.05	461736	
JEFFERSON COUNTY TREASURER		2,772.34	461737	
JEFFERSON COUNTY - TREASURER -		7,039.82	461738	
NECHES FEDERAL CREDIT UNION		40,478.36	461739	
JEFFERSON COUNTY - NATIONWIDE		65,841.62	461740	
JOHN TALTON		1,835.38	461741	
BELINDA M ZURITA		230.77	461742	
INVESCO INVESTMENT SERVICES, INC		1,519.99	461743	
CNTY & DIST COURT TECH FD				3,767,228.36**
VERIZON WIRELESS		265.93	461839	
MARINE DIVISION				265.93**
RICKY ANDERSON		25.00	461751	
CASH ADVANCE ACCOUNT		1,148.08	461770	
SUN COAST RESOURCES, INC.		12,177.92	461794	
VERIZON WIRELESS		341.91	461838	
NIGHT FLIGHT CONCEPTS INC		370.00	461896	
GALLS LLC		945.00	461916	
VECTOR SECURITY		39.95	461929	
KENNETH ROACH		44.95	461945	
				15,092.81**
				4,479,430.69***



PAT KNAUTH
First Assistant

ASHLEY MOLFINO
Criminal Chief

WAYLN THOMPSON
Appellate Chief

CORY KNEELAND
Chief of Intake

KIMBERLY HOBBS PIPKIN
Special Crimes Chief

BOB WORTHAM
CRIMINAL DISTRICT ATTORNEY

Jefferson County Courthouse
1085 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
FAX (409) 835-8573

GARY REAVES
Executive Assistant

KATHLEEN M. KENNEDY
Civil Chief

RANDI KING
Family Chief

JAMES ARCENEUX
Chief Investigator

To: County Judge and County Commissioners

From: District Attorney's Office

Date: July 19, 2019

Re: County Vehicles

We went out to see if there were any 2019 vehicles available for purchase. We located 2 and they are on hold for us a short while until a decision is made to purchase. Both vehicles are here in stock. These are the last of the 2019 vehicles that are available.

The 2019 police interceptor will be changing for 2020 and there is a new price. The original quote for the 2020 vehicles and equipment is \$74,230. If we purchase the 2019 vehicles this budget cycle the cost will be \$60,416. This will save the County an estimated \$13,814 on cars.

Thank you for your consideration

Fran Lee

From: Terry Wuenschel <twuenschel@co.jefferson.tx.us>
Sent: Wednesday, July 24, 2019 11:38 AM
To: Fran Lee
Cc: Cheryl Ellis; Allison N. Getz
Subject: 2018-2019 Voter Budget transfer

Fran,

Please transfer \$1,000 from Minor equipment, 120-1031-415-3084 and \$1,500 from Advertising to Office Supplies, 120-1031-415-3078 to cover the cost of Voter Registration forms. Secretary of State Chapter 19 funds will reimburse us for 3 of the 4 forms needed.

Thank you,

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

CONFIDENTIALITY NOTICE:

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



A. CECIL WALKES, M.D.
COUNTY HEALTH DIRECTOR

Johnnie Roberts, MSW
ADMINISTRATIVE DIRECTOR

Jefferson County Public
Health Department

TO: FRAN LEE
First Assistant County Auditor

FROM: A. C. Walkes, M.D., Johnnie Roberts, Admin. Director

RE: Budget Amendment

Date: July 24, 2019

ACW
Johnnie Roberts

The following FY 2018/2019 budget amendment for the Jefferson County Pharmacy relating to Contractual Services, (relief pharmacist) is needed to complete the remainder of the fiscal year.

FROM:	
\$1000.00	120-5079-442.30-84 Minor Equipment
\$3500.00	120-5079-442.30-78 Office Supplies
TO:	
4500.00	120-5079-442.50-77 Contractual Services

Your assistance is appreciated. If you have any questions, please advise.

Fran Lee

From: Terry Wuenschel <twuenschel@co.jefferson.tx.us>
Sent: Wednesday, July 24, 2019 11:38 AM
To: Fran Lee
Cc: Cheryl Ellis; Allison N. Getz
Subject: 2018-2019 Voter Budget transfer

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Thank you,

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

OF JEFFERSON COUNTY, TEXAS

Commissioner, Pct. #4



EVERETTE D. ALFRED
Commissioner, Pct. #4

**AGENDA ITEM****July 29, 2019**

Consider and possibly approve extension of MOU regarding Absent Student Assistance Project (A.S.A.P.) program until September 31, 2019.

INTERLOCAL COOPERATION AGREEMENT
BETWEEN CONSTABLE BATES AND
PORT ARTHUR INDEPENDENT SCHOOL DISTRICT
(PRECINCT 2 ASAP)

1. PARTIES

1.1 The Parties to this Agreement are Constable of Precinct 2, Christopher Bates ("Constable"), a duly authorized law enforcement officer existing under the laws of the State of Texas, and the Port Arthur INDEPENDENT SCHOOL DISTRICT ("District"), a Texas School district located in Jefferson County.

2. PURPOSE

2.1 The TEX. GOV'T CODE ANN. §791 et seq. (Vernon 1994 & Vernon Supp. 1998) authorizes contracts between state agencies and school districts for the performance of governmental functions and services. The District wants to have the Constable Precinct 2 of Jefferson County, Texas (hereinafter called "Constable"), authorize and direct nine (9) Deputies (hereinafter called "A.S.A.P. deputies"), to devote one hundred percent (100%) of their, "working time" per week, to the Absent Student Assistance Project (A.S.A.P.) for the District.

2.2 The District pursuant to TEX. GOV'T CODE ANN, §791.001 et seq. (Vernon 1994 & Vernon Supp. 1998), is willing to pay to Jefferson County fair compensation in an amount equal to one hundred per cent (100%) of the cost to Jefferson County ("County") to supply the A.S.A.P. deputies, including salaries and any additional expenses the Constable may incur in providing the services, so as to enable the Constable to appoint deputies for such purpose.

3. TERM OF THE AGREEMENT

3.1 The term of this Agreement begins on August 1, 2019 and ends on September 30, 2019, unless terminated sooner in accordance with section 7 of this Agreement.

4. CONSTABLE'S RIGHTS AND OBLIGATIONS

4.1 Constable agrees to appoint the above-designated number of A.S.A.P. deputies desired by the District, effective at the beginning of the term mentioned in Paragraph 3 of this agreement, so as to enable (but not require) the Constable to appoint said A.S.A.P. deputies to devote one hundred per cent (100%) of their working time to the A.S.A.P. The time that the A.S.A.P. deputies are on duty for the District, the time the A.S.A.P. deputies are in court in connection with cases arising out of events occurring under the A.S.A.P., the time the A.S.A.P. deputies spend preparing reports and documents pertaining to events occurring under the A.S.A.P., the time the A.S.A.P. deputies spend in making preparations to provide law enforcement for the District, the time the A.S.A.P. deputies spend transporting persons arrested in the District to jail or to the juvenile detention facilities, the time the A.S.A.P. deputies spend investigating crimes or possible crimes committed in the District, and one hundred per cent (100%) of the time the A.S.A.P. deputies are on vacation, one hundred per cent (100%) of the time the A.S.A.P. deputies are on sick leave, and one hundred per cent (100%) of the time the A.S.A.P. deputies receive worker's compensation benefits, if any, or any other paid leave, shall be deemed working time devoted to the District. The items listed above are explanatory and the meaning of "working time devoted to the District and under the A.S.A.P." is not limited to said list.

4.2 District expressly understands and agrees that the A.S.A.P. deputies (if such A.S.A.P. deputies are appointed by the Officer) shall be subject to the control and supervision of the Constable to the same extent as other deputies, and that such A.S.A.P. deputies shall have no duty or obligation to the District or the students, faculty, personnel, or other agents of the District other than those duties and obligations which the Constable's deputies have to the public generally.

4.3 It is also expressly understood and agreed that employment of the A.S.A.P. deputies (if such A.S.A.P. deputies are appointed by the Constable) will cease on the date this contract is terminated.

4.4 The County shall maintain payroll records for the ASAP officers, as a routine course of business. The County shall provide payroll records in electronic form to the District with each invoice forwarded to district for payment.

4.5 The County will provide notice to the school district of any expenses incurred over the annual budgeted amount.

5. DISTRICT'S PAYMENT OBLIGATIONS

5.1 For the services provided, the District agrees to pay the County based on the compensation terms of the Articles of Agreement between Jefferson County, Texas and the Jefferson County Deputy Constables Association. The District will pay one hundred per cent (100%) of the cost to the County for supplying the law enforcement services, including salaries, benefits, deferred liabilities, insurance, which also includes workers compensation costs, and any additional expenses the County may incur in providing the services of the A.S.A.P. deputies for the term of agreement.

5.2 In addition, the district also agrees to compensate County for hours worked in excess of 40, per deputy, per week at the rate of time and one half the officer's regular rate of pay.

5.3 District agrees to reimburse County for all supplies and equipment utilized by A.S.A.P. deputies.

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

5.5 District agrees to restrict as part of the district's fund balance the amount necessary to fund the deferred liabilities for sick leave, vacation accrual, compensatory time, and other post-employment benefits related to the A.S.A.P. deputies. This amount will be estimated by the County Auditor's office on an annual basis.

5.6 District agrees to reimburse the County for the purchase of liability automobile insurance to cover expenses and costs associated with the vehicles utilized by the A.S.A.P. officers. The District will be named as an additional insured. The District shall pay any deductible required in addition to damages incurred up to tort limits for accidents occurring while A.S.A.P. deputies are performing duties for PAISD.

6. CONSTABLE'S PREROGATIVE TO APPOINT DEPUTIES

6.1 District further understands and agrees that this Agreement is not intended (nor shall it be construed) to obligate the Constable in any manner whatsoever to assign the A.S.A.P. deputies to devote any portion of their working time to the District, and that County shall have no liability whatsoever to the District other than to refund the money paid by the District to County Pursuant to this Agreement, if the Constable does not assign the A. S. A. P. deputies to devote one hundred per cent (100%) of their working time to the A.S.A.P. Any and all questions as to whether or not the deputies devoted one hundred per cent (100%) of their working time to an area, if a refund is due and the amount of the refund shall be determined by the Jefferson County Auditor and his determination shall be final and conclusive.

6.2 The District shall participate in an annual evaluation of ASAP officers to assess whether each officer has performed satisfactory services for the District.

6.3 If an ASAP officer is no longer agreeable to District because of performance or other employment related concerns on the part of District officials, then the Superintendent of District shall notify the Constable and give

the Constable in writing the specific reason(s) for the concerns. The Constable will timely counsel with and attempt to have those issues properly addressed within seven days.

6.4 In the event any ASAP officer is terminated, the District shall be notified in writing, immediately. The County shall defend against payment of any unemployment benefits to any ASAP officers terminated for cause or who voluntarily terminates his or her employment with the County.

7. TERMINATION AND DEFAULT

7.1 It is expressly understood and agreed that the period or term of this Agreement may be terminated without cause at any time by either party by giving to the other party at least thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination.

7.2 It is further expressly understood and agreed that the period or term of this Agreement may be terminated by Constable with or without notice at any time after District has defaulted in the payment of any obligation hereunder. It is understood and agreed if District shall at any time be in default hereunder, District shall be liable for expenses incurred by County as a result of such default, including, but not limited to attorney's fees and costs. Further, District shall be liable for interest at the rate of one percent (1%) for each month on all past due amount. The amount of expenses incurred and interest accrued, if any, shall be deemed to be in addition to any monies due for services rendered hereunder.

7.3 In the event a dispute arises between the County and District concerning any portion of payment due, the District agrees that only payment of the disputed amount may be retained by the District. The parties' further agree that they will put forth their best efforts toward successfully resolving any disputed amount in a timely and expeditious manner.

8. NOTICE

8.1 Any notice permitted or required to be given to Constable hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Jefferson County Constable Precinct 2
525 Lakeshore Drive
Port Arthur, Texas 77640

Attention: Constable Christopher Bates

Any notice permitted or required to be given to Constable hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Jefferson County Commissioners' Court
1149 Pearl Street
Beaumont, Texas 77701

Attention: Commissioners' Court Clerk

Any notice permitted or required to be given hereunder to the District hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Port Arthur I.S.D.
4801 9th Avenue
Port Arthur, Texas 77642

Such notice shall be deemed given and complete upon deposit of the notice in the United States Mail as aforesaid.

9. MISCELLANEOUS

9.1 The terms and provisions of this agreement constitute the entire agreement between the Constable of Precinct 2 and the District, and no modification of this agreement shall be effective unless in writing and executed by the authorized representative of both parties.

9.2 Upon request by the District, the County Auditor will conduct a payroll review of this Agreement and submit the results to the District within a reasonable time.

9.3 It is understood and agreed that the Office of Constable Christopher Bates and neither it nor any employees agents, or assignees contracted by it, shall be deemed for any purposes to be employees or agents of the District. The Constable's Office assumes full responsibility for the actions of such personnel and volunteers while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation disability benefits, and like requirements and obligations.

9.4 To the extent that the Office of Constable Christopher L. Bates will come into possession of student records, incidental to this Agreement, the Constable's office agrees to comply with all requirements of the Family Educational Rights and Privacy Act. In the event that the District is required to furnish information or records of the Office of Constable Christopher L. Bates pertaining to this program pursuant to the Open Records Act, the Constable's Office shall furnish such information and records to the District and the District shall have the right to release such information and records.

9.5 Nothing in this agreement waives or relinquishes any governmental immunities or any other immunities or defenses as a result of the execution, performance, functions or obligations of this Agreement as described herein.

9.6 This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Jefferson County, Texas, for any action under this Agreement.

9.7 This Agreement is executed in three (3) copies, each of which shall have full force and effect of the original Agreement, and each of which shall constitute but one in the same instrument.

9.8 The Constable will provide District with a monthly report of all A.S.A.P. deputies' activities. The A.S.A.P. deputies will attend all scheduled meetings between District officials and Precinct 2. A.S.A.P. deputies will provide home visits to all students appearing on the absentee list. This Officer will make every effort to reach the desired attendance projections for all middle schools within the area of Port Arthur ISD boundaries.

SIGNED in triplicate originals this _____ day of _____ 2019.

JEFFERSON COUNTY, TEXAS
CONSTABLE, PCT. 2

PORT ARTHUR INDEPENDENT
SCHOOL DISTRICT

By _____
Constable Christopher Bates, Precinct 2

By _____
Brandon Bartie, Board President

APPROVED AS TO FORM:

APPROVED:

Melody Chappell
Attorney for Port Arthur
Independent School District

Dr. Mark Porterie
Superintendent of Schools

APPROVED:

Jeff R. Branick
County Judge – Jefferson County, Texas



GREG KELLER
Director of Building Maintenance
Jefferson County Courthouse

To: Commissioner's Court

From: Greg Keller/ Director of Building Maintenance

Date: July 23, 2019

Subject: Retirement for Jerome Brown

We are asking that you consider & possibly adopt a Resolution recognizing Jerome Brown for his 17 years and 9 months of service to the Jefferson County Maintenance Department & wishing him well in his retirement. We are asking that this be placed on the agenda for Monday, July 29, 2019.

Thank you,

A handwritten signature in blue ink that reads "Greg Keller". The signature is written in a cursive style with a large, stylized "G" and "K".

GK/pa



Resolution

STATE OF TEXAS

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COMMISSIONERS' COURT

COUNTY OF JEFFERSON

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§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 29th day of July, 2019, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, Jerome Brown has devoted 17 years and 9 months of his life to the service of Jefferson County; and,

WHEREAS, Jerome Brown began his career as an Groundskeeper with the Jefferson County Maintenance Department; and,

WHEREAS, due to his performance and his abilities, Jerome Brown was transferred to Utility Maintenance Worker within the Jefferson County Maintenance Department; and,

WHEREAS, throughout his career, Jerome Brown has demonstrated special talents, exceptional work ethics and has maintained a positive attitude thru out his career with the Jefferson County Maintenance Department; and,

WHEREAS, known for his friendliness, good nature and kindness, Jerome Brown won the respect of his colleagues, elected officials and other county employees; and,

WHEREAS, after this distinguished career, Jerome Brown will be truly missed and he has chosen to embark upon a much-deserved retirement.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, Texas does hereby honor and commend Jerome Brown for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 29th day of July, 2019.


JEFF R. BRANICK
County Judge


EDDIE ARNOLD
Commissioner, Precinct No. 1


MICHAEL S. SINEGAL
Commissioner, Precinct No. 3

ABSENT
BRENT A. WEAVER
Commissioner, Precinct No. 2


EVERETTE D. ALFRED
Commissioner, Precinct No. 4



**JEFFERSON COUNTY SHERIFF'S OFFICE*****Zena Stephens, Sheriff***

1001 Pearl Street, Suite 103
Beaumont, TX 77701
(409) 835-8411

Charlie Porter
Chief of Law Enforcement
cporter@co.jefferson.tx.us

John Shaubarger
Chief of Corrections
jshaubarger@co.jefferson.tx.us

MEMORANDUM

DATE: July 23, 2019

TO: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Asst. Chief James Kelly

RE: Resolution for Retiring Corrections Officer Harold L. Garner

Please consider and possibly approve a Resolution recognizing Harold L. Garner for 13 years and 3 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and in wishing him well in his retirement.

Sincerely,

Asst. Chief James Kelly



Resolution

STATE OF TEXAS

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COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 29th day of July, 2019, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, *Harold L. Garner*, has devoted 13 years and 3 months of his life serving the people of Jefferson County with pride and professionalism; and

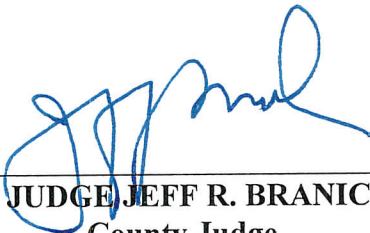
WHEREAS, *Harold L. Garner*, has dedicated his talents and pledged his services as a Corrections Officer, in the Jefferson County Correctional Facility, for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, ***Harold L. Garner***, has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***Harold L. Garner***, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

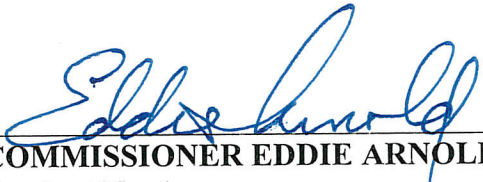
NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***Harold L. Garner***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 29th day of July, 2019.




JUDGE JEFF R. BRANICK
County Judge





COMMISSIONER EDDIE ARNOLD
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

ABSENT

COMMISSIONER BRENT WEAVER
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, July 29, 2019

There being no further business to come before the Court at this time,
same is now here adjourned on this date, July 29, 2019