

REGULAR, 9/9/2019 1:30:00 PM

BE IT REMEMBERED that on September 09, 2019, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

CHIEF 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
September 09, 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
 September 09, 2019**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **09th** day of **September 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 **Regular** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

11:00 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 and 551.0725 to deliberate business and financial issues relating to a contract being negotiated for economic development and real property, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

11:30 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071.

INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Consider and approve specifications for Request for Statements of Qualification (RFQ 19-046/JW), Telecommunications and Information Technology Performance Management Program for Jefferson County.

SEE ATTACHMENTS ON PAGES 11 - 29

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Receive and file bids for (IFB 19-040/YS), Term Contract for Road Building Materials for Jefferson County.

SEE ATTACHMENTS ON PAGES 30 - 199

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

3. Consider and approve award, execute, receive and file Acceptance of Offer for (IFB 19-038/YS), Term Contract for Paper Stock & Envelopes for Jefferson County with Olmsted Kirk Paper Co. and Western-BRW Paper Co.– Bosworth Papers, as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 200 - 206

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

4. Consider and approve award, execute and receive and file Acceptance of Offer for (IFB 19-040/YS), Term Contract for Road Building Materials for Jefferson County with Gulf Coast (a CHR Company), LD Construction, Martin Marietta Materials, Inc., and Vulcan Construction Materials LLC, as shown on Attachment B.

SEE ATTACHMENTS ON PAGES 207 - 221

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

**Notice of Meeting and Agenda and Minutes
September 09, 2019**

5. Consider and approve, execute, receive and file a listing agreement amendment with KenWheel, Inc. d/b/a Wheeler Commercial for a 17.97 acre property located on Viterbo Road (Known as “Precinct No. 2 Rock Yard”). This amendment will extend the term of the listing agreement from May 30, 2019 through May 31, 2020; in accordance with (RFQ 17-014/JW), Commercial Realtor Brokerage Services for Land Located on Viterbo Road (Known as “Precinct No. 2 Rock Yard”).

SEE ATTACHMENTS ON PAGES 222 - 222

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AUDITOR:

6. Consider and approve budget amendment - Health & Welfare I - additional cost for burials.

120-5074-441-5006	BURIALS	\$30,000.00	
120-5075-441-1002	ASSISTANTS & CLERKS		\$15,000.00
120-5075-441-1035	NURSE		\$15,000.00

SEE ATTACHMENTS ON PAGES 223 - 223

Action: TABLED

7. Consider and approve budget transfer - Jail - additional cost for inmate medical.

120-3062-423-5077	CONTRACTUAL SERVICE	\$450,000.00	
120-3062-423-2003	EMPLOYEES' INSURANCE		\$300,000.00
120-3062-423-1044	DETENTION OFFICERS		\$150,000.00

SEE ATTACHMENTS ON PAGES 224 - 224

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

8. Consider and approve budget amendment - Criminal District Court - replacement vehicle.

120-2032-412-6007	AUTOMOBILES	\$18,701.00	
-------------------	-------------	-------------	--

*Notice of Meeting and Agenda and Minutes
September 09, 2019*

120-9999-415-9999	CONTINGENCY APPROPRIATION		\$18,701.00
-------------------	---------------------------	--	-------------

SEE ATTACHMENTS ON PAGES 225 - 229

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

9. Consider and approve budget transfer - Treasurer - replacement of check signing machine.

120-1017-415-3084	MINOR EQUIPMENT	\$3,075.00	
120-1017-415-4052	POSTAGE		\$3,075.00

SEE ATTACHMENTS ON PAGES 230 - 231

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

10. Consider and approve electronic disbursement for \$456,024.52 to LaSalle for revenue received from entities for inmate housing.

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

11. Consider and approve renewal of Title IV-E Child Welfare and Legal Services Contracts with the Texas Department of Family and Protective Services. Renewal dates are 10/01/2019 to 09/30/2020.

SEE ATTACHMENTS ON PAGES 232 - 258

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

*Notice of Meeting and Agenda and Minutes
September 09, 2019*

12. Regular County Bills - check #462879 through checks #463130 (09/02/19) and check #463131 through checks #463336 (09/09/19).

SEE ATTACHMENTS ON PAGES 259 - 277

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

COUNTY CLERK:

13. Consider, approve, execute, receive and file the Joint Election Agreement and Election Services contract between Jefferson County and the City of Bevil Oaks for the November 5, 2019 Election.

SEE ATTACHMENTS ON PAGES 278 - 292

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

14. Consider, approve, execute, receive and file the Joint Election Agreement and Election Services contract between Jefferson County and Emergency Service District 3 for the November 5, 2019 Election.

SEE ATTACHMENTS ON PAGES 293 - 306

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

15. Consider, approve, execute, receive and file the Joint Election Agreement and Election Services contract between Jefferson County and Emergency Service District 4 for the November 5, 2019 Election.

SEE ATTACHMENTS ON PAGES 307 - 320

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

COUNTY COMMISSIONERS:

16. Consider, possibly approve, authorize the County Judge to execute, receive and file City of Beaumont Consent for Demolition of Unsafe Structure located at 4915 Wales, Beaumont, Texas.

SEE ATTACHMENTS ON PAGES 321 - 331

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

17. Consider and possibly approve Resolution supporting House Resolution 2220 providing for coordination with action taken on the Fast Act and The Interstate 14 Expansion & Improvement Act of 2019.

SEE ATTACHMENTS ON PAGES 332 - 333

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

18. Consider and possibly approve Amended Jefferson County Commissioners Court Rules of Procedure, Conduct and Decorum Pursuant to HB 2840.

SEE ATTACHMENTS ON PAGES 334 - 340

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

19. Consider, possibly approve an Order of the Commissioners to designate meeting dates of the Court for Regular and Special Meetings, Pursuant to Sec.81.005 (a), Local Government Code to move meetings to Tuesdays at 10:30 a.m.

SEE ATTACHMENTS ON PAGES 341 - 341

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

20. Consider, possibly approve and authorize the County Judge to execute and Amended Professional Services Agreement with Tim Richardson for ongoing Consulting Services associated with seeking BP Deepwater Horizon (DWH) restoration funding.

SEE ATTACHMENTS ON PAGES 342 - 351

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

21. Consider and possibly approve a Proclamation for Julie Rogers "Gift of Life" Program 2019 Ovarian and Breast Cancer Awareness Months.

Norma Sampson, spokesperson and Regina Rogers, Founder

SEE ATTACHMENTS ON PAGES 352 - 352

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

22. Hold public hearing for property tax increase for 2019/2020 budget year. The proposed tax rate is .364977, which is .010844 above the effective rate. (Note next public hearing is 09/17/2019 @ 10:30am)

open meeting; hearing none

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY TAX ASSESSOR-COLLECTOR:

23. Consider and possibly approve 'waiver of penalty and interest on six (6) accounts pursuant to Sec. 33.011 of the State Property Tax Code.'

SEE ATTACHMENTS ON PAGES 353 - 365

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

ENGINEERING:

24. Consider and possibly approve a Replat of Tracts 2-A and 2-B, 5.004 (called 5.002) Acres of land, a Replat of all of Lot 2 James Acres, out of the William Carr Survey, Abstract No. 102, Jefferson County, located off Labelle Road in Precinct No. 2. This plat is within the Beaumont ETJ (extra-territorial jurisdiction); it was reviewed by the City of Beaumont Planning and Zoning Commission and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 366 - 367

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

SHERIFF'S DEPARTMENT:

25. Receive and file executed Memorandum of Understanding between Jefferson County, Texas and Port Arthur Independent School District for the cost associated with housing prisoners for Class B offenses and higher at the Jefferson County Correctional Facility, Pursuant to Section 791 of the Local Government Code.

SEE ATTACHMENTS ON PAGES 368 - 376

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

VISITORS CENTER:

26. Consider and possibly approve Emergency Grant Hotel Occupancy Tax allocation recommendation for Lamar State College Port Arthur's Sabine Showdown Fishing Tournament. Requested \$750.00- Recommended \$750.00

SEE ATTACHMENTS ON PAGES 379 - 389

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

DISTRICT ATTORNEY:

27. Consider and possibly approve a Resolution regarding Regulation of Game Rooms Pursuant to Sec.234, Texas Local Government Code.

SEE ATTACHMENTS ON PAGES 377 - 378

Action: TABLED

Other Business:

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

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

**Jeff R. Branick
County Judge**



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

September 9, 2019

Request for Statements of Qualification (RFQ 19-046/JW)
Telecommunications and Information Technology Performance Management Program
for Jefferson County

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with RFQ 19-046/JW, Telecommunications and Information Technology Performance Management Program for Jefferson County. Jefferson County is requesting statements of qualifications from qualified, knowledgeable, and experienced firms to provide telecommunications and information and technology performance management services.

All interested individuals and firms should obtain a "Request for Qualifications" packet from the Jefferson County website at: <https://www.co.jefferson.tx.us/Purchasing/>

All submittals shall be evaluated by a Review/Selection Committee that will evaluate submissions to this request and select the firm most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (6) six copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Tuesday, October 15, 2019. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us.

REQUEST NAME: Telecommunications & Information Technology Performance Management Program

REQUEST NO. : RFQ 19-046/JW

DUE DATE/TIME: 11:00 am CT, Tuesday, October 15, 2019

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

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

We look forward to your active participation in this solicitation.

Sincerely,

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

Request for Statements of Qualification (RFQ 19-046/JW)

Telecommunications and Information Technology Performance Management Program for Jefferson County

Section 1. Introduction and Purpose:

The purpose of this RFQ is to obtain proposals for a Performance-Based Management Service focused on ensuring that Jefferson County's telephone, data, internet, cellular, and other information technology service providers are delivering and continue to deliver into the future, the services they have agreed to at the lowest possible expense to Jefferson County.

The County is seeking proposals from qualified professional firms that have a proven track record in ongoing telecommunications and information technology service provider management. The firm should have the relevant analytics tools and expert personnel to continuously monitor, analyze, and identify opportunities for cost savings with the County's service providers. The firm should also have staff and systems available to support the County in placing and managing routine change, upgrade, and service requests with the County's service providers.

Section 2. Procedure

Firms are encouraged to submit statements of qualifications and experience to be kept on file in the Jefferson County Purchasing Department. The Purchasing Agent will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

Section 3. Selection Committee

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the selection committee for a given project. The Purchasing agent will also appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding. Other members may be appointed as necessary and appropriate, but the total number of persons on the selection committee shall not exceed four (4) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project, in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project; therefore, a firm rated number one for one project could very well not even be rated for another.

Section 4. Project Background and Description & Scope of Services

Jefferson County is seeking proposals from companies, to provide an ongoing professional management service in support of its efforts to reduce non-salary operating expenses in its telecommunications and information technology services (office data and internet, telephone, fax, conferencing, cellular, security and building management, and other information technology services).

The County is interested in leveraging a Savings Performance Contract, as defined in Chapter 302 of the Texas Local Government Code (“ENERGY SAVINGS PERFORMANCE CONTRACTS FOR LOCAL GOVERNMENTS”), to support the funding of this relationship. Whereby some or all of the funding for services rendered should be based on actual realized savings generated from the project.

The respondent will be responsible to work with the County, and its selected service providers, to continuously analyze, recommend and implement cost improvement opportunities throughout the life of the project. The respondent will also provide administrative support to the county staff including making changes to devices, placing orders for new services, managing issue tickets, tracking contract terms, and developing long term contracting strategies.

The above list is not inclusive, other services may be included in your response to this RFQ.

Scope of Work:

Successful firm shall perform the following services:

- Create a baseline inventory of the current services delivered to the county including:
 - Service type (e.g., POTS, DIA Circuit, eFax, seat license, etc.)
 - Realized cost on each service delivered (Access fee, LD, Taxes, per usage fee, etc.)
 - Historical usage patterns on each service delivered (when available)
 - Service provider contract terms (end dates, ETF's, SLAs, etc.)
- Analyze the current baseline inventory to identify opportunities for improvement including un-needed services, usage to service plan mismatches, historical billing errors, better rate options, alternative technology options
- Recommend opportunities for operating expense efficiency improvements to the County staff
- Work with the County staff and service providers to implement all County approved improvement opportunities
- Ensure all approved improvements are fully implemented (e.g., check services and bills to ensure each implementation is completed correctly)
- During the life of the project, monitor and analyze (on a monthly basis) each service purchased from suppliers to:
 - Ensure it matches to the agreed services and fees (e.g., billing errors)
 - Identify any new opportunities for continuous improvement (e.g., change service plans to match new usage patterns)
- Request credits and recovery fees for all, current and future billing errors and contract term infractions
- Construct and implement, in conjunction with County staff, a long-term vendor contract plan to ensure the County continues to receive services at the best possible price
- Provide ongoing systems, reporting and staff to support the County in its efforts to effectively manage its network of telecommunications and information technology service providers. This will include:
 - The ability of staff to request support by phone, email, and through an automated support ticket management system.
 - Recording, archiving, and reporting of historical ticket resolution for future reference

Section 7. Workers' Compensation Insurance

- 7.1 Definitions:
- 7.1.1 **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.
- 7.1.2 **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.
- 7.1.3 **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.
- 7.2 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.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 7.4 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.
- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 7.5.1 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
- 7.5.2 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.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 7.7 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.
- 7.8 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.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 7.9.1 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.
- 7.9.2 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.

- 7.9.3 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.
- 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 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.
- 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 7.9.6 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
- 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 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.
- 7.11 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.

Section 8. Terms and Conditions

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The awarded (contracted) firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the firm under contract shall be made available to any individual or organization by the awarded (contracted) firm without the prior written approval of the County.

5. 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>

Respondents are strongly encouraged to review their firm’s SAM (System for Award Management) status prior to Qualifications Submission.

6. 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

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

7. 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.

8. 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 website, <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.

Section 9. Submittal Content

Firms desiring to be considered for Telecommunications & Information Technology Performance Management Program for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements on file with the County will be evaluated.

Jefferson County encourages succinct responses and therefore would expect submittals to include no more than (30) pages of text, **excluding**: the front and back covers, dividers, cover sheet, table of contents, letter of introduction (maximum two pages), and the completed copy of this RFQ specifications packet.

The Statement of Qualifications (SOQ) shall include the following required information:

1. A cover with the name and address of the Consultant and titled "Statement of Qualifications, Telecommunications & Information Technology Performance Management Program" in response to Jefferson County (RFQ 19-046/JW).
2. Name of the firm desiring to contract with the County.
3. Firm's local address.
4. Firm's corporate or main office address.
5. Number of years the firm has been in business.
6. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
7. Firm's organization chart.
8. A letter signed by the Consultant's contact person expressing interest and capability to perform the work.
9. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
10. Biographies or resumes, including home office location and other relevant information for each key staff member likely to be assigned to a project.
11. Succinct description of the team organizational structure, including a chart identifying the Principals, Project Manager, key personnel, sub-consultants, and responsibilities of team members;
12. Qualifications of individuals who will be assigned to the Project with their experience on projects comparable to the Project;
13. Description of the Project approach, preliminary work plan, public outreach plan, and the 12-18-month timeline;
14. Specialized experience required to perform services;
15. Past performance on projects of similar complexity and type;
16. Present work load of the staff assigned to the Project;
17. Description of specific resources to be used to provide such services;
18. A description of representative work accomplished for all jobs within the past five (5) years.
19. A detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
20. Description of reasons why the firm would be uniquely qualified to provide Telecommunications Audit Services to Jefferson County.
21. Description of any unique services offered by your firm.
22. A list of three or more professional references of current and/or past clients (other than Jefferson County), who have contracted the types of work the firm is offering to perform. A reference form is included on **Page 12** of this package.

Submittal shall also include:

1. Acknowledgement of compliance with the applicable DBE and civil rights policies;
2. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

Section 9. Additional Information

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

Section 10. Submittal Requirements

Respondents are responsible for submitting:

One (1) *original* response copy and Six (6) numbered response copies. All copies should include a completed copy of this RFQ specifications packet, in its entirety.

Additionally, Respondent 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/>

Responses shall be mailed or delivered to:

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

All submissions must be received by 11:00 am CT, Tuesday, October 15, 2019.

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

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

Submissions shall be tightly sealed in an opaque envelope or box and plainly marked with the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

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

Submissions will be opened publicly in a manner to avoid public disclosure of contents/however only the names of Respondents will be read aloud.

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

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

Courthouse Security: Respondents are advised that all visitors to the Courthouse must pass through Security. Respondents planning to hand deliver Statements of Qualifications 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. Respondents are strongly urged to plan accordingly.

County Holidays (Remaining) – 2019:

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

Submissions During Time of Inclement Weather, Disaster, or Emergency:

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

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications 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.

Questions:

In the event your firm desires additional information, Jefferson County will endeavor to provide such information; however, Jefferson County will not be responsible for any delay resulting in the respondent's inability to meet the deadline for submission of the Statement of Qualifications.

The deadline for question submissions (in writing, via email) is 5:00 pm, Monday, September 30, 2019.

Please direct all inquiries regarding response submission requirements for this solicitation to Jamey West, Assistant Purchasing Agent at: jwest@co.jefferson.tx.us

Please direct all inquiries regarding County financial information (pertinent to this solicitation) to Patrick Swain, County Auditor at: pswain@co.jefferson.tx.us

Please direct all inquiries regarding telecommunications/information technology (pertinent to this solicitation) to Jeff Ross, Assistant Director MIS Department at: ross@co.jefferson.tx.us

Section 10. Confidential/Proprietary Information

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

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

Section 11. Rating Criteria

The Selection Committee will consider the following criteria in evaluation responses:

Firm's Capability to Provide the Services	25 points
Performance/References	20 points
Experience on Similar Projects	20 points
Project Management Approach	15 points
Staff Qualifications	15 points
Additional Services	5 points

The selection process is a Qualifications Based Selection (QBS) using the information contained in the Statement of Qualification (SOQ). A selection committee from Jefferson County will review the submittals. The decision as to the process, timing, and selection will be at the discretion of Jefferson County. The following professional firms or teams are encouraged to apply for consideration:

- Planning firms or teams with experience in similar types of projects as described in the scope of services.
- Planning firms or teams that will be available to meet with Jefferson County on a consistent basis.
- Planning firms or teams that are available to commence services immediately upon contract award.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: _____

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: _____

Respondent Shall Return Completed Form with Offer.

Signature Page

By submitting a response to this solicitation, the undersigned certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal/qualifications submission and time of award, the undersigned will notify the Jefferson County Purchasing Agent. Failure to do so may result in terminating a contract for default.

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

Firm (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Respondent Shall Return Completed Form with Offer.

Respondent's Certification

I have carefully examined the Request for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

Sworn to and subscribed before me
this _____ day of
_____, 2019

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Notary Public

MAILING ADDRESS

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

(_____) _____
TELEPHONE NUMBER

Respondent Shall Return Completed Form with Offer.

ORIGINAL

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

August 5, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-040/YS, Term Contract for Road Building Materials for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

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

BID NAME: Term Contract for Road Building Materials for Jefferson County

BID NO: IFB 19-040/YS

DUE DATE/TIME: ~~11:00 AM CT~~, Tuesday, August 27, 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, 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 – August 7, 2019 & August 14, 2019

IFB 19-040/YS
Term Contract for Road Building Materials for Jefferson County
Bids due: 11:00 AM CT, Tuesday, August 27, 2019

Table of Contents

Table of Contents	1
Instructions to Bidders	2
General Conditions of Bidding and Terms of Contract.....	6
Special Requirements/Instructions	16
Minimum Specifications.....	20
Bidder Information Form.....	25
Offer to Contract Form	26
Acceptance of Offer Form.....	27
Bid Form.....	28
Vendor References.....	39
Signature Page	40
Conflict of Interest Questionnaire	41
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY).....	42
Good Faith Effort Determination Checklist.....	43
Notice of Intent	44
HUB Subcontracting Participation Declaration Form	45
Residence Certification/Tax Form	49
House Bill 89 Verification.....	50
Senate Bill 252 Certification.....	51
Bid Affidavit	52

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 19-040/YS.

Scope

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

Instructions to Bidders

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 part of this contract.

Before award successful bidder must submit third party laboratory testing to prove the material they are to be awarded meets Jefferson County specifications.

Prices may be adjusted only to reflect increases or decreases in rail rates, or as indicated on bid blank. The County shall require written verification on any increase in rail rates. 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: Contractor may require minimum orders. However, Contractor MUST include Minimum Order Quantities on Bid Form.

The County shall reserve the right to waive bid informalities, to reject any or all bids, to award material by line item or by Precinct by line item, and to award to the bidder or bidders making the offer most beneficial to the County. Jefferson County reserves the right to cancel this contract with 15 days' written notification.

F.O.B. point shall be strictly as indicated on bid blanks. Rail delivery material shall be quoted F.O.B. shipping point with separate rate for prepaid rail delivery to the various points in Jefferson County. Truck delivery material shall be quoted F.O.B. Jefferson County delivery zones, as required, with delivery prepaid. Bidder bears freight charges. **Bidder shall supply material from the location closest to the County project site.** Hopper pickup material and other shipping point purchases shall be quoted F.O.B. trucks, shipping point, with freight for the County's account.

LOAD LIMITS. Any vehicle used to deliver materials shall comply with the State law concerning the gross weight of such vehicle load, unless authorized by permit to exceed the legal weight.

Reference is made to 2004 TxDOT Standard Specifications for measurement of the various items bid.

Alternate bids are not solicited. **Add nothing to this bid;** unsolicited attachments may be discarded and have no bearing on this bid.

If a problem develops with Road Building Material during the year, samples shall be taken by a third party laboratory representative in the presence of representatives from both the County and the successful bidder. If the results of such test reveal the samples submitted do not meet the specifications, the cost of the test shall be at the expense of the successful bidder. The successful bidder shall make satisfactory adjustment for all products delivered which do not comply with Jefferson County's specifications. If the results of the test reveal the samples submitted meet Jefferson County's specification, the County will bear the cost of the test.

Manufacturer's Safety Data Sheets (MSDS) must be provided on all applicable deliveries.

Quantities to be purchased will be on an as-needed basis and may be affected by weather conditions or available funds. The County's previous annual purchases of Road Building Materials are listed below.

Natural Limestone Rock Asphalt Aggregate for Surface Treatment	Item 302 Type PB Gr 3 Item 302 Type PB Gr 4 Item 302 Type PB Gr 4S	2,500 tons 32,200 tons 2,800 tons
Pre-coated Rock Asphalt Aggregates for Surface Treatment	Item 302 Type PB Gr 4	5,777.14 tons
Item 247, Flexible Base (Supplier shall provide loose weight in lbs./c.y.). These items, which are published in the TXDOT Standard Specifications.	Item 247 Type A Gr 1 CLA (minimum P.I. 4; maximum P.I. 10)	6,174.47 tons
Hot Mix Cold Laid Asphaltic Concrete Pavement	Item 334 Type "D"	390.72 tons
Hot Mix Asphaltic Concrete Pavement	Item 340 Type "D"	1,826.39 tons

These figures are shown solely as basis for bidders to determine the past history of these items, and do not imply any promise that these quantities will be purchased.

Materials shall be measured by ton or by gallon, as indicated on the bid form.

Truck Delivery: Quote delivery via tandem dump truck or by trailer as may be required. It will be the decision of each precinct how materials are delivered. Price for delivery to the five (5) county delivery points listed below shall be price per ton, per mile.

Precinct 1 Stockpile	China Service Center
Precinct 2 Stockpile	Viterbo Road
Precinct 2 Storage Yard	LaBelle Road & Hwy. 365
Precinct 3 Stockpile	Hwy. 124, Hamshire
Precinct 4 Stockpile	Boyt Road

Hopper bids shall list city and address of hopper location as well as hours of operation. Bidders desiring to quote materials loaded onto trucks from barges may list their locations under the Hopper pickup caption.

Texas State Department of Transportation Standard Specification (2004), with the exceptions noted below, shall define the materials in this specification.

If after bid award is made, vendor is unable to supply Jefferson County with materials ordered, vendor shall fax the form letter provided by the County within two (2) hours of request stating why the material cannot be delivered. Jefferson County will then be able to go out on the open market for the materials that are needed until the vendor faxes another letter informing the County the materials are available again.

**CMD-9000-002 ASPHALTIC CONCRETE PATCHING MATERIAL
(STOCKPILE STORAGE)**

Description

This material is to be manufactured using a special cutback material (SCM I). This specification shall govern for an asphaltic concrete mixture intended primarily as a cool to cold weather stockpile patching mix for maintenance. It shall remain workable in the stockpile for several months and have good adhesion to wet surfaces. The length of satisfactory stockpiling and the lowest temperature at which it can be used will vary according to the type and grade of asphaltic binder specified. It is primarily a crushed stone asphaltic concrete with asphalt additives.

Materials

SCM I (Special Cutback Material I) shall meet the following requirements. SCM I recommended Aggregate II only.

Tests on SCM I:

Flash Point (Test Method Tex-512-C):	79°C Minimum
Water (Test Method Tex-501C):	0.2% Maximum
Kinematic Viscosity at 60C, cSt (Test Method Tex-529-C):	500 to 1,000
Distillation (Test Method Tex-515-C), expressed as a percent by volume of total distillate to 360C.	

	Minimum	Maximum
Off at 225C	0	0
Off at 260C	0	0.5
Off at 315C	20	60
Residue at 360C, Volume %	76	

Tests on Distillation Residue:

Penetration at 25C, 150g, 5 sec. ¹	180 Minimum
Ductility at 4C, 1 cm/min (Test Method Tex-503-C):	100 cm Minimum
Solubility in Trichloroethylene (Test Method Tex-507-C):	99% Minimum

Asphaltic Additives. One or more asphaltic additives to prevent stripping of the asphalt from the aggregate in the presence of water and promote bonding to damp or wet surfaces shall be incorporated into the mixture. The additive(s) shall be added to the asphalt material at the point of origin or be metered in at the mix plant to provide a uniform concentration of the agent(s). The type and amount of additive(s) used will be approved by the Engineer in the design stage based on the resistance to stripping, as described in Article 3, "Properties of the Mixture" and desired bonding and workability characteristics.

Distillate: When an MC-800 is designated as the asphaltic material to be used, the Engineer may also direct that distillate in amounts not to exceed five percent by weight of the MC-800 be added in order to extend stockpile life and improve cold weather workability. The distillate shall meet the requirements for No. 1 and No. 2 diesel, ASTM D-975, Standard Specification for Diesel Fuel Oils, with the exception that the maximum water content shall not be greater than 0.2 percent.

¹ ASTM D-5 procedure except using cone conforming to ASTM D-217. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and water decanted from top of sample before transferring from the bath to the penetrometer.
(IFB 19-040/YS), Term Contract for Road Building Materials for Jefferson County

The distillate shall be metered into the mix plant separately from the MC-800, or with the permission of the Engineer, may be blended with the MC-800.

Aggregate: The aggregate shall meet the requirements for aggregate as specified in Item 334, "Hot Mix – Cold Laid Asphaltic Concrete Pavement."

Properties of the Mixture:

General Testing: When tested according to standard Department Test Methods, the mixture shall comply with the following requirements:

	Minimum	Maximum
Asphalt Content, exclusive of volatiles, percent by weight	3.0	7.0
Hydrocarbon Volatile Content of mix, percent by weight	0.3	1.0
Moisture Content of mix (the requirement does not apply to mixtures produced at mixing temperatures of 79C or less) percent by weight		2.0
Hveem Stability at 60C, percent (cured and molded in accordance with Test Method Tex-206-F)	35 ²	

Mixture Design and Aggregate Gradation: One or more of the gradation types specified in Item 334, "Hot Mix – Cold Laid Concrete Pavement" for optimum density mixtures, or of the open mixture gradations shown below shall be designated by the Engineer on the plans or requisition.

For mixtures to be produced with Item 334, "Hot Mix – Cold Laid Concrete Pavement" gradation, the mixture should be designated in accordance with Test Method Tex-204-F and asphalt content selected to result in laboratory density as follows:

Density (Percent)		
Minimum	Maximum	Optimum
93.5	96.5	95.0

For mixtures to be produced with Gradation II below, the Engineer shall select the asphalt content within the range specified under "Asphalt Content" above:

Sieve Size	% Passing (by weight)
¾"	
½"	100
3/8"	95 – 100
No. 4	17 – 40
No. 10	2 – 15
No. 40	–
No. 80	–
No 200	0 – 3
AC % ³	4.5 – 6.5

Resistance to Water Damage: The as-received mix shall be evaluated for resistance to water damage by soaking a 100 gram representative sample of the total mixture in 200 milliliter (ml) of

² The requirements for Hveem Stability are applicable to mixtures with Item 344, "Hot Mix – Cold Laid Asphaltic Concrete Pavement" gradations only.

³ Recommended asphalt content range.
(IFB 19-040/YS), Term Contract for Road Building Materials for Jefferson County

distilled or de-ionized water at 60 +/- 1C for 24 +/- 2 hours. The soaking test shall be accomplished in a glass beaker of approximately 400 ml. Upon completion of the 24-hour soaking period, the mixture shall be evaluated while submerged in the testing water. The material shall show no visible evidence of stripping.

Preparation of Mixture:

The mixture shall be plant mixed. All production equipment shall meet the requirements of Item 334, "Hot Mix – Cold Laid Concrete Pavement." The asphaltic material shall be heated in accordance with Article 300.3, "Storage, Heating and Application Temperatures." The application temperature for SCM I and SCM II shall be 170F (76C) to 200F (93C) unless otherwise specified by the material supplier. The temperature of the bituminous mixture at the point of discharge from the mixer and the temperature of the aggregate, when mixed with bituminous material, shall not exceed 200F (93C) unless otherwise approved by the Engineer. The mixture shall be mixed until all of the aggregate is uniformly coated.

Bidder Information Form

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

Bid Name & Number: IFB 19-040/YS, Term Contract for Road Building Materials for Jefferson County

Bidder's Company/Business Name: GULF COAST, a CRH Company

Bidder's TAX ID Number: 1-58-140-1466-601

Contact Person: REBECCA RUTLEDGE Title: MATERIAL SALES MANAGER

Phone Number (with area code): 409 284 2600

Alternate Phone Number if available (with area code): 409 866 1444

Fax Number (with area code): 409 866 1032

Email Address: Rebecca.Rutledge@gc-texas.com

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

PO Box 20779
 Address
BEAUMONT, TX 77720
 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:

GULF COAST, a CRH Company
Company Name

For clarification of this offer, contact:

PO Box 20779
Address

REBECCA RUTLEDGE
Name

BEAUMONT Tx 77720
City State Zip

409 284 2600
Phone Fax

Rebecca Rutledge
Signature of Person Authorized to Sign

Rebecca.Rutledge@gc-texas.com
E-mail

REBECCA RUTLEDGE
Printed Name

MATERIALS SALES MANAGER
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-040/YS, Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

1A. Rock Asphalt – Truck Delivery

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
Description		China Rd.	Viterbo Rd.	Boyt Rd.
A.	Natural Limestone Rock Asphalt Aggregated for Surface Treatments:			
1.	Item 302 Type PB Gr 3	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton
2.	Item 302 Type PB Gr 4	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton
3.	Item 302 Type PB Gr 4S	\$ <u>N/D</u> per ton	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton
B.	Precoated Rock Asphalt Aggregates for Surface Treatments:			
1.	Item 302 Type PB Gr 4	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton

1B. Rock Asphalt – Truck Delivery

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
Description		Rosedale	LaBelle	Hamshire	Hebert
A.	Natural Limestone Rock Asphalt Aggregates for Surface Treatments				
1.	Item 302 Type PB Gr 3	\$ <u>N/B</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton
2.	Item 302 Type PB Gr 4	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton
3.	Item 302 Type PB Gr 4S	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/B</u> per ton
B.	Precoated Rock Asphalt Aggregates for Surface Treatments				
1.	Item 302 Type PB Gr 4S	\$ <u>N/B</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton

Bid Form (Continued)

1C. Rock Asphalt – Railroad Delivery

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
		China Rd.	Viterbo Rd.	Boyt Rd.
A.	Natural Limestone Rock Asphalt Aggregated for Surface Treatments:			
1.	Item 302 Type PB Gr 3	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton
2.	Item 302 Type PB Gr 4	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton
3.	Item 302 Type PB Gr 4S	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton
B.	Precoated Rock Asphalt Aggregates for Surface Treatments:			
1.	Item 302 Type PB Gr 4	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton

1D. Rock Asphalt – Railroad Delivery

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
		Rosedale	LaBelle	Hamshire	Hebert
A.	Natural Limestone Rock Asphalt Aggregates for Surface Treatments				
1.	Item 302 Type PB Gr 3	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton
2.	Item 302 Type PB Gr 4	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton
3.	Item 302 Type PB Gr 4S	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton
B.	Precoated Rock Asphalt Aggregates for Surface Treatments				
1.	Item 302 Type PB Gr 4S	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton

Bid Form (Continued)

2. Flexible Base, Item 247, Ty A, Gr 1 CLA (Minimum P.I. 4 - Maximum P.I. 10)

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.		
	Price per Ton, Tandem Dump	Price per Ton, Trailer
Flexible Base – Price Per Ton Delivered from Vendor's Hopper to Job Site – Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton
2. 11 – 20 Miles	\$ _____ per ton	\$ _____ per ton
3. 21 – 30 Miles	\$ _____ per ton	\$ _____ per ton
4. 31+ Miles	\$ _____ per ton	\$ _____ per ton
B. Hopper Pick-Up		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ <u>N/D</u> per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
Hours of Hopper Operation:		

Bid Form (Continued)

3. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.		
	Price per Ton, Tandem Dump	Price per Ton, Trailer
Patching Material – Price Per Ton Delivered from Vendor's Hopper to Job Site. Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	\$ <u>95.⁰⁰</u> per ton	\$ <u>95.⁰⁰</u> per ton
2. 11 – 20 Miles	\$ <u>97.⁷⁰</u> per ton	\$ <u>97.⁷⁰</u> per ton
3. 21 – 30 Miles	\$ <u>100.⁸⁵</u> per ton	\$ <u>100.⁸⁵</u> per ton
4. 31+ Miles	\$ <u>103.²⁰</u> per ton	\$ <u>103.²⁰</u> per ton
B. Hopper Pick-Up		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont	<u>860 PINE ST.</u>	\$ <u>90.⁰⁰</u> per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
Hours of Hopper Operation: <u>MON - FRI</u>		<u>7:AM - 4:PM</u>

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery

**Price Per Ton, F.O.B. Delivered Jefferson County
Precinct Service Centers with Freight Prepaid and
Allowed**

Description		China Rd.	Viterbo Rd.	Boyt Rd.
A-1.	Item 276, Plant Mix, Crushed Stone, (1 ½ sack/ton)	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton

**Price Per Ton, F.O.B. Delivered Jefferson County
Precinct Service Centers with Freight Prepaid and
Allowed**

Description		Rosedale	LaBelle	Hamshire	Hebert
A-2.	Item 276, Plant Mix, Crushed Stone, (1 ½ sack/ton)	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton

**Price Per Ton, F.O.B. Delivered Jefferson County
Precinct Service Centers with Freight Prepaid and
Allowed**

Description		China Rd.	Viterbo Rd.	Boyt Rd.
B-1.	Item 276, Plant Mix, Crushed Stone, (2 sack/ton)	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton

**Price Per Ton, F.O.B. Delivered Jefferson County
Precinct Service Centers with Freight Prepaid and
Allowed**

Description		Rosedale	LaBelle	Hamshire	Hebert
B-2.	Item 276, Plant Mix, Crushed Stone, (2 sack/ton)	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery (Continued)

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
		China Rd.	Viterbo Rd.	Boyt Rd.
C-1.	Item 276, Plant Mix, Crushed Stone, (3 sack/ton)	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
		Rosedale	LaBelle	Hamshire	Hebert
C-2.	Item 276, Plant Mix, Crushed Stone, (3 sack/ton)	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
		China Rd.	Viterbo Rd.	Boyt Rd.
D-1.	Item 276, Plant Mix, Crushed Stone, (4 sack/ton)	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
		Rosedale	LaBelle	Hamshire	Hebert
D-2.	Item 276, Plant Mix, Crushed Stone, (4 sack/ton)	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery (Continued)

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
Description		China Rd.	Viterbo Rd.	Boyt Rd.
E-1.	Item 401, Flowable Backfill (1 ½ sack/ton)	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
Description		Rosedale	LaBelle	Hamshire	Hebert
E-2.	Item 401, Flowable Backfill (1 ½ sack/ton)	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
Description		China Rd.	Viterbo Rd.	Boyt Rd.
F-1.	Item 401, Flowable Backfill (2 sack/ton)	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
Description		Rosedale	LaBelle	Hamshire	Hebert
F-2.	Item 401, Flowable Backfill (2 sack/ton)	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery (Continued)

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
Description		China Rd.	Viterbo Rd.	Boyt Rd.
G-1.	Item 401, Flowable Backfill (3 sack/ton)	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
Description		Rosedale	LaBelle	Hamshire	Hebert
G-2.	Item 401, Flowable Backfill (3 sack/ton)	\$ <u>N/B</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/B</u> per ton	\$ <u>N/B</u> per ton

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
Description		China Rd.	Viterbo Rd.	Boyt Rd.
H-1.	Item 401, Flowable Backfill (4 sack/ton)	\$ <u>N/B</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
Description		Rosedale	LaBelle	Hamshire	Hebert
H-2.	Item 401, Flowable Backfill (4 sack/ton)	\$ <u>N/B</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton	\$ <u>N/D</u> per ton

Bid Form (Continued)

4B. Cement Stabilized Base – Hopper Pick Up

A. Item 276, Plant Mix, Crushed Stone, (1 ½ sack/ton)		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ <u>N/D</u> per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
B. Item 276, Plant Mix, Crushed Stone (2 sack/ton)		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ <u>N/D</u> per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
C. Item 401, Flowable Backfill (1 ½ sack/ton)		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ <u>N/D</u> per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
D. Item 401, Flowable Backfill (2 sack/ton)		
Location	Location	Location
1. Beaumont	1. Beaumont	<u>N/D</u>
2. Port Neches	2. Port Neches	
3. Port Arthur	3. Port Arthur	
4. Other	4. Other	
5. Other	5. Other	

Bid Form (Continued)

4B. Cement Stabilized Base – Hopper Pick Up (Continued)

E. Item 401, Flowable Backfill (3 sack/ton)		
Location		Location
1. Beaumont		1. Beaumont <i>N/B</i>
2. Port Neches		2. Port Neches
3. Port Arthur		3. Port Arthur
4. Other		4. Other
5. Other		5. Other

5. Hot Mix Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 340 TY D		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont	<i>860 PINE ST</i>	<i>\$63.50</i> per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
Hours of Hopper Operation: <i>MON - FRI</i>		<i>7:AM - 4:PM</i>
B. Item 340 TY D – Anti Stripping Agent shall be added if required by design mix.		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont	<i>860 PINE ST.</i>	<i>\$63.50</i> per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
Hours of Hopper Operation: <i>MON - FRI</i>		<i>7:AM - 4:PM</i>

Bid Form (Continued)

6. Hot Mix Cold Laid Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 334, Type D		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont	860 PINE ST.	\$ <u>73.50</u> per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
Hours of Hopper Operation: <u>MON-FRI</u>		<u>7:AM - 4:PM</u>

7. Concrete Structures – Truck Delivery

A. Delivered to Job Site, Jefferson County	
	Price Per Ton F.O.B. Truck Shipping Point
1. Item 421 Class A	\$ <u>N/B</u> per ton
2. Item 421 Class B	\$ <u>N/B</u> per ton
3. Item 421 Class S	\$ <u>N/B</u> per ton

Note to Bidders: Please be sure to include Full Location Addresses and Hours of Operation for Hopper Pick Up line items.

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: ORANGE COUNTY
 Address: PO Box 399; ORANGE, TX 77630
 Contact Person and Title: CLARK SLACUM / COUNTY ENGINEER
 Phone: 409 882 1905 Fax: 409 670 4106
 Email Address: _____ Contract Period: 12/10/18 - 12/17/19
 Scope of Work: ROAD MATERIALS CONTRACT

REFERENCE TWO

Government/Company Name: HARDIN COUNTY
 Address: P.O. Box 850; KOUNTZE, TX
 Contact Person and Title: MISTY SIMS
 Phone: 409 246 5123 Fax: 409 246 3208
 Email Address: _____ Contract Period: 8/27/19 - 2/28/20
 Scope of Work: ROAD MATERIALS CONTRACT

REFERENCE THREE

Government/Company Name: CITY OF BEAUMONT
 Address: PO Box 3851; BEAUMONT, TX 77704
 Contact Person and Title: DR. JOE MATAJALANI, PE
 Phone: 409 880 3125 Fax: 409 880 3132
 Email Address: _____ Contract Period: 5/1/19 - 4/30/20
 Scope of Work: ROAD MATERIALS CONTRACT

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.

GULFCOAST, a CRH Company
Bidder (Entity Name)

Rebecca Rutledge
Signature

PO Box 26779
Street & Mailing Address

REBECCA RUTLEDGE
Print Name

BEAUMONT TX 77720
City, State & Zip

8/26/19
Date Signed

409 284 2600
Telephone Number

409 866 1032
Fax Number

Rebecca.Rutledge@gc-texas.com
E-mail Address

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><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>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).</small></p> <p><small>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.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> </table>		OFFICE USE ONLY		Date Received	
OFFICE USE ONLY						
Date Received						
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="font-size: 1.2em; margin-left: 40px;"><i>REBECCA RUTLEDGE</i></p>						
<p>2 <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em; margin-left: 40px;">(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; font-size: 1.5em; margin-left: 100px;"><i>NONE</i></p> <p style="text-align: center; font-size: 0.8em; margin-left: 100px;">Name of Officer</p> <p style="font-size: 0.8em; margin-left: 40px;">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="margin-left: 40px;"> <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="margin-left: 40px;"> <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="margin-left: 40px;"> <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>						
<p>4</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="text-align: center;"> <p style="font-size: 1.5em; margin: 0;"><i>8/26/19</i></p> <p style="font-size: 0.8em; margin: 0;">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 <div style="text-align: center; font-size: 1.2em; font-family: cursive;">NONE</div>	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	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B). Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ (attach additional forms as necessary)	
6	AFFIDAVIT I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code. <div style="text-align: right; margin-right: 100px;"> _____ Signature of Local Government Officer </div> AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath </div>	

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

- 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.** *WE WILL SELF PERFORM MATERIALS DELIVERY*

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.

REBECCA RUTLEDGE
 Printed Name of Authorized Representative

Rebecca Rutledge
 Signature

MATERIALS SALES MANAGER
 Title

8/26/19
 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: GULF COAST, a CRH Company HUB: p Yes No

Address: PO Box 20779 BEAUMONT Tx 77720
Street City State Zip

Phone (with area code): 409 866 1444 Fax (with area code): 409 866 1032

Project Title & No.: ROAD MATERIALS

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: _____

Rebecca Rutledge Rebecca Rutledge 8/26/19
Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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: Gulf Coast, a CRH Company HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: PO Box 20779 BEAUMONT TX 77720
Street City State Zip

Phone (with area code): 409 866 1444 Fax (with area code): 409 866 1032

Project Title & No.: ROAD MATERIALS IFB/RFP No.: IFB 19-040/YS

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 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: NO OPPORTUNITIES FOR SUB-CONTRACTORS

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.

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 GULF COAST, a CRH Co. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	1-58-140-1466-601
Company Name submitting bid/proposal:	GULF COAST, a CRH Company
Mailing address:	P.O. Box 20779; BEAUMONT, TX 77720
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**
7000000/027175	12907 Hwy 90; BEAUMONT, TX 77713
231218-000-024000-00000-9	WASHINGTON BLVD; BEAUMONT, TX

* 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, Rebecca Rutledge, the undersigned representative of (company or business name) Group Const, a Cr4 Company (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.

Rebecca Rutledge
Signature of Company Representative

8/26/19
Date

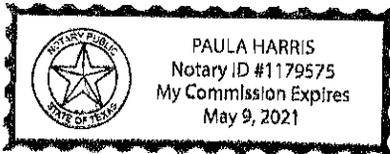
On this 26th day of August, 2019, personally appeared

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

Notary Seal

Paula Harris
Notary Signature

8-26-19
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.

GULF COAST, a CRH company
Company Name

IFB 19-040/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 TEXAS COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS, on this day personally appeared Rebecca Rutledge, who
(name)
after being by me duly sworn, did depose and say:

"I, Rebecca Rutledge am a duly authorized officer of/agent
(name)
for GULF COAST, a CRH Company and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said GULF COAST, a CRH Company.
(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."

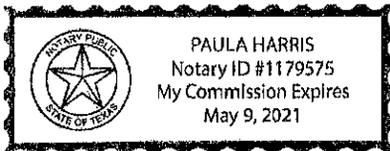
Name and address of bidder: GULF COAST, a CRH Company
PO Box 26719; BEAUMONT, TX 77720

Fax: 409 866 1032 Telephone# 409 866 1444
by: REBECCA RUTLEDGE Title: MATERIALS SALES MANAGER
(print name)

Signature: Rebecca Rutledge

SUBSCRIBED AND SWORN to before me by the above-named Rebecca Rutledge on
this the 21st day of August, 2019.

Paula Harris
Notary Public in and for
the State of Texas



Bidder Shall Return Completed Form with Offer.

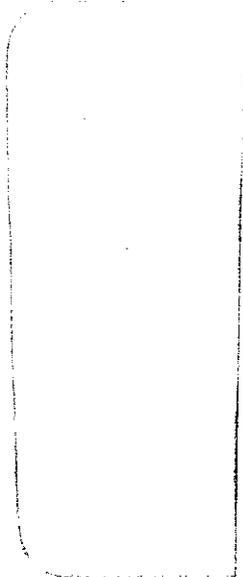


A CRH COMPANY

P.O. Box 20779 Beaumont, Texas 77720

BID ENVELOPE

Contains Bid Proposal



Sealed Bid For:
Jefferson County Purchasing Department

Term Contract for Road Building
Materials for Jefferson County
IFB 19-040/YS

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

Presented By:
Gulf Coast a CRH Company

FIRST CLASS

RECEIVED 04:10 PM AUG 26 2019

Bidder Information Form

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

Bid Name & Number: IFB 19-040/YS, Term Contract for Road Building Materials for Jefferson County

Bidder's Company/Business Name: LD Construction

Bidder's TAX ID Number: 46-2441147

Contact Person: Trey Dodson **Title:** Manager

Phone Number (with area code): 409-866-7267

Alternate Phone Number if available (with area code): 409-781-7267

Fax Number (with area code): 409-866-4447

Email Address: gkg_1961@yahoo.com

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

148 South Darden Rd PHB 694
 Address
Prichard, AL 37707
 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:

LD Construction
Company Name

For clarification of this offer, contact:

148 South Dowlen Rd. PUB694
Address

Troy Dodson
Name

Bevermont TX 77707
City State Zip

409-656-4161 409-666-4147
Phone Fax

Troy Dodson
Signature of Person Authorized to Sign

troy.lidconstruction@gmail.com
E-mail

Troy Dodson
Printed Name

Manager
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-040/YS, Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
 County Judge

Date

Attest:

Carolyn L. Guidry
 County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

1A. Rock Asphalt – Truck Delivery

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
		China Rd.	Viterbo Rd.	Boyt Rd.
A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments:				
1.	Item 302 Type PB Gr 3	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
2.	Item 302 Type PB Gr 4	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
3.	Item 302 Type PB Gr 4S	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
B. Precoated Rock Asphalt Aggregates for Surface Treatments:				
1.	Item 302 Type PB Gr 4	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

1B. Rock Asphalt – Truck Delivery

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
		Rosedale	LaBelle	Hamshire	Hebert
A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments					
1.	Item 302 Type PB Gr 3	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
2.	Item 302 Type PB Gr 4	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
3.	Item 302 Type PB Gr 4S	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
B. Precoated Rock Asphalt Aggregates for Surface Treatments					
1.	Item 302 Type PB Gr 4S	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

Bid Form (Continued)

1C. Rock Asphalt – Railroad Delivery

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
		China Rd.	Viterbo Rd.	Boyt Rd.	
A.	Natural Limestone Rock Asphalt Aggregated for Surface Treatments:				
	1.	Item 302 Type PB Gr 3	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
	2.	Item 302 Type PB Gr 4	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
	3.	Item 302 Type PB Gr 4S	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
B.	Precoated Rock Asphalt Aggregates for Surface Treatments:				
	1.	Item 302 Type PB Gr 4	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

1D. Rock Asphalt – Railroad Delivery

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
		Rosedale	LaBelle	Hamshire	Hebert
A.	Natural Limestone Rock Asphalt Aggregates for Surface Treatments				
	1.	Item 302 Type PB Gr 3	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
	2.	Item 302 Type PB Gr 4	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
	3.	Item 302 Type PB Gr 4S	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
B.	Precoated Rock Asphalt Aggregates for Surface Treatments				
	1.	Item 302 Type PB Gr 4S	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

Bid Form (Continued)

**2. Flexible Base, Item 247, Ty A, Gr 1 CLA
(Minimum P.I. 4 - Maximum P.I. 10)**

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.		
	Price per Ton, Tandem Dump	Price per Ton, Trailer
Flexible Base – Price Per Ton Delivered from Vendor’s Hopper to Job Site – Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	\$ _____ per ton	\$ _____ per ton
2. 11 – 20 Miles	\$ _____ per ton	\$ _____ per ton
3. 21 – 30 Miles	\$ _____ per ton	\$ _____ per ton
4. 31+ Miles	\$ _____ per ton	\$ _____ per ton
B. Hopper Pick-Up		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ _____ per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
Hours of Hopper Operation:		

Bid Form (Continued)

3. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.		
	Price per Ton, Tandem Dump	Price per Ton, Trailer
Patching Material – Price Per Ton Delivered from Vendor’s Hopper to Job Site. Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	\$ _____ per ton	\$ _____ per ton
2. 11 – 20 Miles	\$ _____ per ton	\$ _____ per ton
3. 21 – 30 Miles	\$ _____ per ton	\$ _____ per ton
4. 31+ Miles	\$ _____ per ton	\$ _____ per ton
B. Hopper Pick-Up		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ _____ per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
Hours of Hopper Operation:		

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery

Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed

Description		China Rd.	Viterbo Rd.	Boyt Rd.
A-1.	Item 276, Plant Mix, Crushed Stone, (1 ½ sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed

Description		Rosedale	LaBelle	Hamshire	Hebert
A-2.	Item 276, Plant Mix, Crushed Stone, (1 ½ sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed

Description		China Rd.	Viterbo Rd.	Boyt Rd.
B-1.	Item 276, Plant Mix, Crushed Stone, (2 sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed

Description		Rosedale	LaBelle	Hamshire	Hebert
B-2.	Item 276, Plant Mix, Crushed Stone, (2 sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery (Continued)

Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed

Description		China Rd.	Viterbo Rd.	Boyt Rd.
C-1.	Item 276, Plant Mix, Crushed Stone, (3 sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed

Description		Rosedale	LaBelle	Hamshire	Hebert
C-2.	Item 276, Plant Mix, Crushed Stone, (3 sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed

Description		China Rd.	Viterbo Rd.	Boyt Rd.
D-1.	Item 276, Plant Mix, Crushed Stone, (4 sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed

Description		Rosedale	LaBelle	Hamshire	Hebert
D-2.	Item 276, Plant Mix, Crushed Stone, (4 sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery (Continued)

**Price Per Ton, F.O.B. Delivered Jefferson County
Precinct Service Centers with Freight Prepaid and
Allowed**

Description		China Rd.	Viterbo Rd.	Boyt Rd.
E-1.	Item 401, Flowable Backfill (1 ½ sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

**Price Per Ton, F.O.B. Delivered Jefferson County
Precinct Service Centers with Freight Prepaid and
Allowed**

Description		Rosedale	LaBelle	Hamshire	Hebert
E-2.	Item 401, Flowable Backfill (1 ½ sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

**Price Per Ton, F.O.B. Delivered Jefferson County
Precinct Service Centers with Freight Prepaid and
Allowed**

Description		China Rd.	Viterbo Rd.	Boyt Rd.
F-1.	Item 401, Flowable Backfill (2 sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

**Price Per Ton, F.O.B. Delivered Jefferson County
Precinct Service Centers with Freight Prepaid and
Allowed**

Description		Rosedale	LaBelle	Hamshire	Hebert
F-2.	Item 401, Flowable Backfill (2 sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery (Continued)

**Price Per Ton, F.O.B. Delivered Jefferson County
Precinct Service Centers with Freight Prepaid and
Allowed**

Description		China Rd.	Viterbo Rd.	Boyt Rd.
G-1.	Item 401, Flowable Backfill (3 sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

**Price Per Ton, F.O.B. Delivered Jefferson County
Precinct Service Centers with Freight Prepaid and
Allowed**

Description		Rosedale	LaBelle	Hamshire	Hebert
G-2.	Item 401, Flowable Backfill (3 sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

**Price Per Ton, F.O.B. Delivered Jefferson County
Precinct Service Centers with Freight Prepaid and
Allowed**

Description		China Rd.	Viterbo Rd.	Boyt Rd.
H-1.	Item 401, Flowable Backfill (4 sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

**Price Per Ton, F.O.B. Delivered Jefferson County
Precinct Service Centers with Freight Prepaid and
Allowed**

Description		Rosedale	LaBelle	Hamshire	Hebert
H-2.	Item 401, Flowable Backfill (4 sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

Bid Form (Continued)

4B. Cement Stabilized Base – Hopper Pick Up

A. Item 276, Plant Mix, Crushed Stone, (1 ½ sack/ton)		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ _____ per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
B. Item 276, Plant Mix, Crushed Stone (2 sack/ton)		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ _____ per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
C. Item 401, Flowable Backfill (1 ½ sack/ton)		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ _____ per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
D. Item 401, Flowable Backfill (2 sack/ton)		
Location	Address	Location
1. Beaumont		1. Beaumont
2. Port Neches		2. Port Neches
3. Port Arthur		3. Port Arthur
4. Other		4. Other
5. Other		5. Other

Bid Form (Continued)

4B. Cement Stabilized Base – Hopper Pick Up (Continued)

E. Item 401, Flowable Backfill (3 sack/ton)		
Location		Location
1. Beaumont		1. Beaumont
2. Port Neches		2. Port Neches
3. Port Arthur		3. Port Arthur
4. Other		4. Other
5. Other		5. Other

5. Hot Mix Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 340 TY D		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont	<i>2360 Dollinger Rd Beaumont, TX</i>	\$ <u>58.75</u> per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
Hours of Hopper Operation:		
B. Item 340 TY D – Anti Stripping Agent shall be added if required by design mix.		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont	<i>2360 Dollinger Rd. Beaumont, TX</i>	\$ <u>58.75</u> per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
Hours of Hopper Operation:		

Bid Form (Continued)

6. Hot Mix Cold Laid Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 334, Type D		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ _____ per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
Hours of Hopper Operation:		

7. Concrete Structures – Truck Delivery

A. Delivered to Job Site, Jefferson County	
	Price Per Ton F.O.B. Truck Shipping Point
1. Item 421 Class A	\$ _____ per ton
2. Item 421 Class B	\$ _____ per ton
3. Item 421 Class S	\$ _____ per ton

Note to Bidders: Please be sure to include Full Location Addresses and Hours of Operation for Hopper Pick Up line items.

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: Huston Construction
 Address: PO Box 429 Beaumont, TX 77704
 Contact Person and Title: Hamy Kilgore
 Phone: 409-892-5067 Fax: 409-753-3245
 Email Address: _____ Contract Period: N/A
 Scope of Work: _____

REFERENCE TWO

Government/Company Name: Mason Construction
 Address: ~~Construction~~ PO Box 20057 Beaumont, TX 77720
 Contact Person and Title: Kelly Ensinger
 Phone: 409-842-4455 Fax: 409-842-4586
 Email Address: _____ Contract Period: N/A
 Scope of Work: _____

REFERENCE THREE

Government/Company Name: Hardin County
 Address: PO Box 1436 Hountme, TX 77625
 Contact Person and Title: Purchasing
 Phone: 409-246-5123 Fax: _____
 Email Address: _____ Contract Period: N/A
 Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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

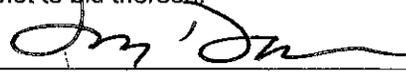
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes No

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

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

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

LD Construction
Bidder (Entity Name)


Signature

148 South Douden Rd PHOENIX
Street & Mailing Address

Troy Dedson
Print Name

Bloomington, TN 37207
City, State & Zip

August 27, 2019
Date Signed

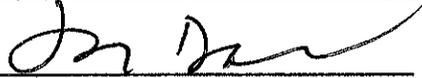
404-866-7267
Telephone Number

404-866-4447
Fax Number

troy.lidconstruction@gmail.com
E-mail Address

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, 64th 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>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 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.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><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="text-align: center;">  _____ Signature of vendor doing business with the governmental entity </div> <div style="text-align: center;">  _____ Date </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>		<p>OFFICE USE ONLY</p> <p>Date Received _____</p>
1	Name of Local Government Officer	
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<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: center;">_____</p> <p style="text-align: center;">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</p> <p>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

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

Taxpayer Identification Number (T.I.N.):	76-0441147
Company Name submitting bid/proposal:	LD Construction
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

* 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.

TAX RECEIPT



ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
 P.O. BOX 2112, BEAUMONT, TX 77704
 EMAIL: PROPERTY@CO.JEFFERSON.TX.US
 (409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

LD ASPHALT PLANT / DOLLINGER RD
PTSS INVESTMENTS LLC
148 S DOWLEN RD PMB 694
BEAUMONT, TX 77707-1755

Legal Description:

INV F&F M&E VEH

Parcel Address: 2360 DOLLINGER RD
 Legal Acres: 0.0000

Deposit No: MB01302019A
 Validation No: 433
 Account No: **700000-000/363650-00000**
 Operator Code: TG

Remit Seq No: 40341845
 Receipt Date: 01/30/2019
 Deposit Date: 01/30/2019
 Print Date: 01/30/2019

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2018	Jefferson County	32,500	0.364977	118.62	0.00	0.00	118.62
2018	Beaumont Isd	32,500	1.294050	420.57	0.00	0.00	420.57
2018	City Of Beaumont	32,500	0.710000	230.75	0.00	0.00	230.75
2018	Port Of Beaumont	32,500	0.114674	37.27	0.00	0.00	37.27
2018	Drainage District #6	32,500	0.220587	71.69	0.00	0.00	71.69
2018	Sabine-Neches Nav. Dist.	32,500	0.092067	29.92	0.00	0.00	29.92
				\$908.82	\$0.00	\$0.00	\$908.82

>---
Check Number(s):
 048756

PAYMENT TYPE:

Checks: ---<
\$908.82

Exemptions on this property:

Total Applied: \$908.82
 Total Amount Paid: \$15,297.72
 (for accounts paid on 01/30/2019)
 Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:

LD ASPHALT PLANT / DOLLINGER RD
PTSS INVESTMENTS LLC
148 S DOWLEN RD PMB 694
BEAUMONT, TX 77707-1755

TAX RECEIPT



ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
 P.O. BOX 2112, BEAUMONT, TX 77704
 EMAIL: PROPERTY@CO.JEFFERSON.TX.US
 (409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

L D CONSTRUCTION
TROY DODSON JR
148 S DOWLEN RD PMB 694
BEAUMONT, TX 77707-1755

Legal Description:

INV F&F M&E VBHS #7

Parcel Address: 655 LANGHAM RD-#7
 Legal Acres: 0.0000

Deposit No: MB01302019A
 Validation No: 433
Account No: 700000-000/363660-00000
 Operator Code: TG

Remit Seq No: 40341845
 Receipt Date: 01/30/2019
 Deposit Date: 01/30/2019
 Print Date: 01/30/2019

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2018	Jefferson County	100,200	0.364977	365.71	0.00	0.00	365.71
2018	Beaumont Isd	100,200	1.294050	1,296.64	0.00	0.00	1,296.64
2018	City Of Beaumont	100,200	0.710000	711.42	0.00	0.00	711.42
2018	Port Of Beaumont	100,200	0.114674	114.90	0.00	0.00	114.90
2018	Drainage District #6	100,200	0.220587	221.03	0.00	0.00	221.03
2018	Sabine-Neches Nav. Dist.	100,200	0.092067	92.25	0.00	0.00	92.25
				\$2,801.95	\$0.00	\$0.00	\$2,801.95

>--
Check Number(s):
 048756

PAYMENT TYPE:

Checks: --<
\$2,801.95

Exemptions on this property:

Total Applied: \$2,801.95
Total Amount Paid: \$15,297.72
 (for accounts paid on 01/30/2019)
Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
L D CONSTRUCTION
TROY DODSON JR
148 S DOWLEN RD PMB 694
BEAUMONT, TX 77707-1755

TAX RECEIPT



ALLISON NATHAN GETZ, P.C.C.
 JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
 P.O. BOX 2112, BEAUMONT, TX 77704
 EMAIL: PROPERTY@CO.JEFFERSON.TX.US
 (409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

PTSS INVESTMENTS LLC
 148 S DOWLEN RD #694
 BEAUMONT, TX 77707-1755

Legal Description:

PL D12 TRS 131 132 & 133 A WILLIAMS & TR
 A BLK 6 LINCOLN PARK I#505300-000030

Parcel Address: 2360 DOLLINGER RD
 Legal Acres: 9.8300

Deposit No: MB01302019A
 Validation No: 461
 Account No: 253412-000/002800-00000
 Operator Code: TG

Remit Seq No: 40341874
 Receipt Date: 01/30/2019
 Deposit Date: 01/30/2019
 Print Date: 01/30/2019

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2018	Jefferson County	263,110	0.364977	960.29	0.00	0.00	960.29
2018	Beaumont Isd	263,110	1.294050	3,404.77	0.00	0.00	3,404.77
2018	City Of Beaumont	263,110	0.710000	1,868.08	0.00	0.00	1,868.08
2018	Port Of Beaumont	263,110	0.114674	301.72	0.00	0.00	301.72
2018	Drainage District #6	263,110	0.220587	580.39	0.00	0.00	580.39
2018	Sabine-Neches Nav. Dist.	263,110	0.092067	242.24	0.00	0.00	242.24
				\$7,357.49	\$0.00	\$0.00	\$7,357.49

> --
Check Number(s):
 001283

PAYMENT TYPE:

Checks: \$7,357.49

Exemptions on this property:

Total Applied: \$7,357.49
 Total Amount Paid: \$7,357.49
 (for accounts paid on 01/30/2019)
 Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
 PTSS INVESTMENTS LLC
 148 S DOWLEN RD #694
 BEAUMONT, TX 77707-1755

House Bill 89 Verification

I, Tray Dodson, the undersigned representative of (company or business name) Construction (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.

Tray Dodson

Signature of Company Representative

August 27, 2019

Date

On this 27th day of August, 2019, personally appeared

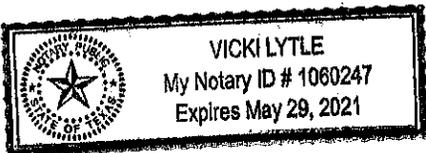
Tray Dodson

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

Notary Seal

Vicki Lytle
Notary Signature

August 27, 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.

LD Construction
Company Name

19-040/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 Texas COUNTY OF Jefferson

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

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

"I, Tray Dodson am a duly authorized officer of/agent
(name)
for LD Construction and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said LD Construction.
(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."

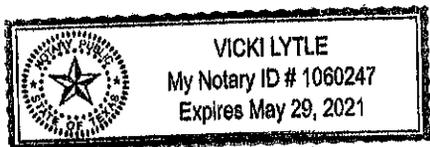
Name and address of bidder: LD Construction
148 South Cowden Rd. PMA 104 Braumont, TX 77707

Fax: 409-866-7267 Telephone# 409-866-7267
by: Tray Dodson Title: Manager
(print name)

Signature: [Handwritten Signature]

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

this the 27th day of August, 2019.



[Handwritten Signature]
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

LD Construction
148 S. Dowlen Rd. P.M.B 694
Beaumont, TX 77707

Sealed Bid Documents

Bid No: IFB 19-040145
Road Building Materials

Jefferson County Purchasing
Department

1149 Reed Street, 1st Floor
Beaumont, TX 77701

Bid Date: August 27, 2019
Bid Time: 11:00 AM

received
8/27/19
10:35 AM
WGAWH

Bidder Information Form

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

Bid Name & Number: IFB 19-040/YS, Term Contract for Road Building Materials for Jefferson County

Martin Marietta Materials, Inc.

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: 56-1848578

Contact Person: Bill Kelley **Title:** Sales Representative

Phone Number (with area code): 409-835-4933

Alternate Phone Number if available (with area code): 409-658-7791

Fax Number (with area code): 409-654-3312

Email Address: william.kelley@martinmarietta.com

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

5675 Fannett Road

Address

Beaumont, TX 77705

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:

Martin Marietta Materials, Inc.

For clarification of this offer, contact:

Company Name

5675 Fannett Road

Bill Kelley

Address

Name

Beaumont, TX 77705

409-658-7791

409-654-3312

City

State

Zip

Phone

Fax



Signature of Person Authorized to Sign

william.kelley@martinmarietta.com

E-mail

Bill Kelley

Printed Name

Sales Representative

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-040/YS, Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
 County Judge

Date

Attest:

Carolyn L. Guidry
 County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

1A. Rock Asphalt – Truck Delivery

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
		China Rd.	Viterbo Rd.	Boyt Rd.
A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments:				
1.	Item 302 Type PB Gr 3	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
2.	Item 302 Type PB Gr 4	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
3.	Item 302 Type PB Gr 4S	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
B. Precoated Rock Asphalt Aggregates for Surface Treatments:				
1.	Item 302 Type PB Gr 4	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

1B. Rock Asphalt – Truck Delivery

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
		Rosedale	LaBelle	Hamshire	Hebert
A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments					
1.	Item 302 Type PB Gr 3	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
2.	Item 302 Type PB Gr 4	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
3.	Item 302 Type PB Gr 4S	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
B. Precoated Rock Asphalt Aggregates for Surface Treatments					
1.	Item 302 Type PB Gr 4S	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

Bid Form (Continued)

1C. Rock Asphalt – Railroad Delivery

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
		China Rd.	Viterbo Rd.	Boyt Rd.	
A.	Natural Limestone Rock Asphalt Aggregated for Surface Treatments:				
	1.	Item 302 Type PB Gr 3	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
	2.	Item 302 Type PB Gr 4	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
	3.	Item 302 Type PB Gr 4S	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
B.	Precoated Rock Asphalt Aggregates for Surface Treatments:				
	1.	Item 302 Type PB Gr 4	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

1D. Rock Asphalt – Railroad Delivery

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
		Rosedale	LaBelle	Hamshire	Hebert
A.	Natural Limestone Rock Asphalt Aggregates for Surface Treatments				
	1.	Item 302 Type PB Gr 3	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
	2.	Item 302 Type PB Gr 4	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
	3.	Item 302 Type PB Gr 4S	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
B.	Precoated Rock Asphalt Aggregates for Surface Treatments				
	1.	Item 302 Type PB Gr 4S	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

Bid Form (Continued)

2. Flexible Base, Item 247, Ty A, Gr 1 CLA (Minimum P.I. 4 - Maximum P.I. 10)

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.		
	Price per Ton, Tandem Dump	Price per Ton, Trailer
Flexible Base – Price Per Ton Delivered from Vendor's Hopper to Job Site – Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	\$ <u>30.00</u> per ton	\$ <u>29.00</u> per ton
2. 11 – 20 Miles	\$ <u>32.00</u> per ton	\$ <u>30.00</u> per ton
3. 21 – 30 Miles	\$ <u>35.00</u> per ton	\$ <u>34.00</u> per ton
4. 31+ Miles	\$ <u>40.00</u> per ton	\$ <u>39.00</u> per ton
B. Hopper Pick-Up		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont	2525 Dollinger Road, 77703	\$ <u>25.00</u> per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur	2190 S Gulfway Drive, 77640	\$ <u>25.00</u> per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
Hours of Hopper Operation:		

Bid Form (Continued)

3. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.		
	Price per Ton, Tandem Dump	Price per Ton, Trailer
Patching Material – Price Per Ton Delivered from Vendor’s Hopper to Job Site. Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	\$ _____ per ton	\$ _____ per ton
2. 11 – 20 Miles	\$ _____ per ton	\$ _____ per ton
3. 21 – 30 Miles	\$ _____ per ton	\$ _____ per ton
4. 31+ Miles	\$ _____ per ton	\$ _____ per ton
B. Hopper Pick-Up		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ _____ per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
Hours of Hopper Operation:		

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
		China Rd.	Viterbo Rd.	Boyt Rd.
A-1.	Item 276, Plant Mix, Crushed Stone, (1 ½ sack/ton)	\$ <u>45.00</u> per ton	\$ <u>44.00</u> per ton	\$ <u>44.50</u> per ton

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
		Rosedale	LaBelle	Hamshire	Hebert
A-2.	Item 276, Plant Mix, Crushed Stone, (1 ½ sack/ton)	\$ <u>45.00</u> per ton	\$ <u>44.50</u> per ton	\$ <u>45.00</u> per ton	\$ <u>44.50</u> per ton

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
		China Rd.	Viterbo Rd.	Boyt Rd.
B-1.	Item 276, Plant Mix, Crushed Stone, (2 sack/ton)	\$ <u>48.00</u> per ton	\$ <u>47.00</u> per ton	\$ <u>47.50</u> per ton

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
		Rosedale	LaBelle	Hamshire	Hebert
B-2.	Item 276, Plant Mix, Crushed Stone, (2 sack/ton)	\$ <u>48.00</u> per ton	\$ <u>47.50</u> per ton	\$ <u>48.00</u> per ton	\$ <u>47.50</u> per ton

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery (Continued)

**Price Per Ton, F.O.B. Delivered Jefferson County
Precinct Service Centers with Freight Prepaid and
Allowed**

Description		China Rd.	Viterbo Rd.	Boyt Rd.
C-1.	Item 276, Plant Mix, Crushed Stone, (3 sack/ton)	\$ <u>54.00</u> per ton	\$ <u>53.00</u> per ton	\$ <u>53.50</u> per ton

**Price Per Ton, F.O.B. Delivered Jefferson County
Precinct Service Centers with Freight Prepaid and
Allowed**

Description		Rosedale	LaBelle	Hamshire	Hebert
C-2.	Item 276, Plant Mix, Crushed Stone, (3 sack/ton)	\$ <u>54.00</u> per ton	\$ <u>53.50</u> per ton	\$ <u>54.00</u> per ton	\$ <u>53.50</u> per ton

**Price Per Ton, F.O.B. Delivered Jefferson County
Precinct Service Centers with Freight Prepaid and
Allowed**

Description		China Rd.	Viterbo Rd.	Boyt Rd.
D-1.	Item 276, Plant Mix, Crushed Stone, (4 sack/ton)	\$ <u>60.00</u> per ton	\$ <u>59.00</u> per ton	\$ <u>59.50</u> per ton

**Price Per Ton, F.O.B. Delivered Jefferson County
Precinct Service Centers with Freight Prepaid and
Allowed**

Description		Rosedale	LaBelle	Hamshire	Hebert
D-2.	Item 276, Plant Mix, Crushed Stone, (4 sack/ton)	\$ <u>60.00</u> per ton	\$ <u>59.50</u> per ton	\$ <u>60.00</u> per ton	\$ <u>59.50</u> per ton

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery (Continued)

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
		China Rd.	Viterbo Rd.	Boyt Rd.
E-1.	Item 401, Flowable Backfill (1 ½ sack/ton)	\$ <u>92.00/cy</u> per ton	\$ <u>92.00/cy</u> per ton	\$ <u>92.00/cy</u> per ton

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
		Rosedale	LaBelle	Hamshire	Hebert
E-2.	Item 401, Flowable Backfill (1 ½ sack/ton)	\$ <u>92.00/cy</u> per ton	\$ <u>92.00/cy</u> per ton	\$ <u>92.00/cy</u> per ton	\$ <u>92.00/cy</u> per ton

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
		China Rd.	Viterbo Rd.	Boyt Rd.
F-1.	Item 401, Flowable Backfill (2 sack/ton)	\$ <u>95.00/cy</u> per ton	\$ <u>95.00/cy</u> per ton	\$ <u>95.00/cy</u> per ton

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
		Rosedale	LaBelle	Hamshire	Hebert
F-2.	Item 401, Flowable Backfill (2 sack/ton)	\$ <u>95.00/cy</u> per ton	\$ <u>95.00/cy</u> per ton	\$ <u>95.00/cy</u> per ton	\$ <u>95.00/cy</u> per ton

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery (Continued)

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
Description		China Rd.	Viterbo Rd.	Boyt Rd.
G-1.	Item 401, Flowable Backfill (3 sack/ton)	\$ <u>101.00/cy</u> per ton	\$ <u>101.00/cy</u> per ton	\$ <u>101.00/cy</u> per ton

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
Description		Rosedale	LaBelle	Hamshire	Hebert
G-2.	Item 401, Flowable Backfill (3 sack/ton)	\$ <u>101.00/cy</u> per ton	\$ <u>101.00/cy</u> per ton	\$ <u>101.00/cy</u> per ton	\$ <u>101.00/cy</u> per ton

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
Description		China Rd.	Viterbo Rd.	Boyt Rd.
H-1.	Item 401, Flowable Backfill (4 sack/ton)	\$ <u>107.00/cy</u> per ton	\$ <u>107.00/cy</u> per ton	\$ <u>107.00/cy</u> per ton

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
Description		Rosedale	LaBelle	Hamshire	Hebert
H-2.	Item 401, Flowable Backfill (4 sack/ton)	\$ <u>107.00/cy</u> per ton	\$ <u>107.00/cy</u> per ton	\$ <u>107.00/cy</u> per ton	\$ <u>107.00/cy</u> per ton

Bid Form (Continued)

4B. Cement Stabilized Base – Hopper Pick Up

A. Item 276, Plant Mix, Crushed Stone, (1 ½ sack/ton)		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont	2525 Dollinger Road, 77703	\$ 39.00 _____ per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
B. Item 276, Plant Mix, Crushed Stone (2 sack/ton)		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont	2525 Dollinger Road, 77703	\$ 42.00 _____ per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
C. Item 401, Flowable Backfill (1 ½ sack/ton)		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont	2525 Dollinger Road, 77703	\$ 88.00/cy _____ per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
D. Item 401, Flowable Backfill (2 sack/ton)		
Location		Location
1. Beaumont		1. Beaumont 91.00/cy
2. Port Neches		2. Port Neches
3. Port Arthur		3. Port Arthur
4. Other		4. Other
5. Other		5. Other

Bid Form (Continued)

4B. Cement Stabilized Base – Hopper Pick Up (Continued)

E. Item 401, Flowable Backfill (3 sack/ton)		
Location		Location
1. Beaumont		1. Beaumont 97.00/cy
2. Port Neches		2. Port Neches
3. Port Arthur		3. Port Arthur
4. Other		4. Other
5. Other		5. Other

5. Hot Mix Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 340 TY D		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ _____ per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
Hours of Hopper Operation:		
B. Item 340 TY D – Anti Stripping Agent shall be added if required by design mix.		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ _____ per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
Hours of Hopper Operation:		

Bid Form (Continued)

6. Hot Mix Cold Laid Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 334, Type D		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ _____ per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
Hours of Hopper Operation:		

7. Concrete Structures – Truck Delivery

A. Delivered to Job Site, Jefferson County	
	Price Per Ton F.O.B. Truck Shipping Point
1. Item 421 Class A	\$ 98.00/cy _____ per ton
2. Item 421 Class B	\$ 94.00/cy _____ per ton
3. Item 421 Class S	\$ 102.00/cy _____ per ton

Note to Bidders: Please be sure to include Full Location Addresses and Hours of Operation for Hopper Pick Up line items.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Beaumont

Address: P.O. Box 3827 Beaumont, TX 77704-3827

Contact Person and Title: Patrick Baird - Purchasing Manager

Phone: 409-880-3720 Fax: 409-880-3747

Email Address: _____ Contract Period: Present

Scope of Work: Concrete & Materials

REFERENCE TWO

Government/Company Name: City of Port Arthur

Address: P.O. Box 1089, Port Arthur, TX 77641

Contact Person and Title: Shawna Tubbs - Purchasing Agent

Phone: 409-983-8160 Fax: 409-983-8291

Email Address: _____ Contract Period: Present

Scope of Work: Concrete & Materials

REFERENCE THREE

Government/Company Name: Jefferson County DD#6

Address: 6550 Walden Road, Beaumont, TX 77720

Contact Person and Title: Steven LeBlanc, Project Inspector

Phone: 409-842-1818 Fax: 409-842-2729

Email Address: _____ Contract Period: Present

Scope of Work: Concrete & Materials

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.

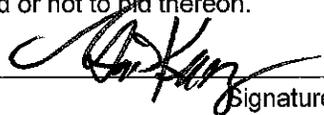
Martin Marietta Materials, Inc.
Bidder (Entity Name)

5675 Fannett Road
Street & Mailing Address

Beaumont, TX 77705
City, State & Zip

409-835-4933
Telephone Number

william.kelley@martinmarietta.com
E-mail Address


Signature

Bill Kelley
Print Name

August 26, 2019
Date Signed

409-654-3312
Fax Number

Bidder Shall Return Completed Form with Offer.

N/A

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;">_____</p> <p style="text-align: right;">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	

Adopted 8/7/2015

N/A

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.**

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

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

N/A

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

This information must be submitted with your bid.

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

Yes No

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

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

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

Bidder Shall Return Completed Form with Offer.

N/A

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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.

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 Martin Marietta Materials, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	56-1848578
Company Name submitting bid/proposal:	Martin Marietta Materials, Inc.
Mailing address:	5675 Fannett Road, Beaumont, TX 77705
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, Bill Kelley, the undersigned representative of (company or business name) Martin Marietta Materials, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

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

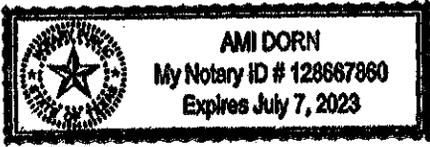
Bill Kelley
Signature of Company Representative

8/26/19
Date

On this 26th day of August, 2019, personally appeared Bill Kelley, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal *Ami Dorn*
Notary Signature

August 26, 2019
Date



Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF _____

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

on this day personally appeared Jason Lynch, who
(name)

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

"I, Jason Lynch am a duly authorized officer of/agent
(name)
for Martin Marietta Materials, Inc. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Martin Marietta Materials, Inc.
(name of firm)

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

Name and address of bidder: Martin Marietta Materials, Inc.
5675 Fannett Road, Beaumont, TX 77705

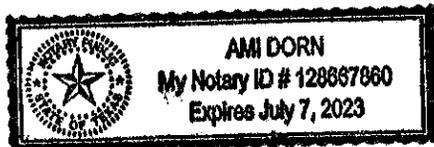
Fax: 409-654-3312 Telephone# 409-835-4933

by: Jason Lynch Title: VP/GM
(print name)

Signature: [Signature]

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

this the 26th day of August, 2019.



[Signature]
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

MARTIN MARIETTA MATERIALS
PO BOX 677061
DALLAS, TX 75267-7061

Jefferson County Purchasing
1149 Pearl Street, 1st Floor
Beaumont, TX 77701
Term Contract Road Bldg MtIs Jeff Cty
Bid No.: IFB 19-040/YS

Received
9:25am
01/21/2019
W. Brown



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

August 5, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-040/YS, Term Contract for Road Building Materials for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

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

BID NAME: Term Contract for Road Building Materials for Jefferson County

BID NO: IFB 19-040/YS

DUE DATE/TIME: 11:00 AM CT, Tuesday, August 27, 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, 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 – August 7, 2019 & August 14, 2019

IFB 19-040/YS
Term Contract for Road Building Materials for Jefferson County
Bids due: 11:00 AM CT, Tuesday, August 27, 2019

Table of Contents

Table of Contents 1

Instructions to Bidders 2

General Conditions of Bidding and Terms of Contract..... 6

Special Requirements/Instructions 16

Minimum Specifications 20

Bidder Information Form..... 25

Offer to Contract Form 26

Acceptance of Offer Form..... 27

Bid Form..... 28

Vendor References 39

Signature Page 40

Conflict of Interest Questionnaire 41

Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY)..... 42

Good Faith Effort Determination Checklist..... 43

Notice of Intent 44

HUB Subcontracting Participation Declaration Form 45

Residence Certification/Tax Form 49

House Bill 89 Verification..... 50

Senate Bill 252 Certification..... 51

Bid Affidavit 52

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.

- 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 19-040/YS.

Scope

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

Instructions to Bidders

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 part of this contract.

Before award successful bidder must submit third party laboratory testing to prove the material they are to be awarded meets Jefferson County specifications.

Prices may be adjusted only to reflect increases or decreases in rail rates, or as indicated on bid blank. The County shall require written verification on any increase in rail rates. 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: Contractor may require minimum orders. However, Contractor MUST include Minimum Order Quantities on Bid Form.

The County shall reserve the right to waive bid informalities, to reject any or all bids, to award material by line item or by Precinct by line item, and to award to the bidder or bidders making the offer most beneficial to the County. Jefferson County reserves the right to cancel this contract with 15 days' written notification.

F.O.B. point shall be strictly as indicated on bid blanks. Rail delivery material shall be quoted F.O.B. shipping point with separate rate for prepaid rail delivery to the various points in Jefferson County. Truck delivery material shall be quoted F.O.B. Jefferson County delivery zones, as required, with delivery prepaid. Bidder bears freight charges. **Bidder shall supply material from the location closest to the County project site.** Hopper pickup material and other shipping point purchases shall be quoted F.O.B. trucks, shipping point, with freight for the County's account.

LOAD LIMITS. Any vehicle used to deliver materials shall comply with the State law concerning the gross weight of such vehicle load, unless authorized by permit to exceed the legal weight.

Reference is made to 2004 TxDOT Standard Specifications for measurement of the various items bid.

Alternate bids are not solicited. **Add nothing to this bid;** unsolicited attachments may be discarded and have no bearing on this bid.

If a problem develops with Road Building Material during the year, samples shall be taken by a third party laboratory representative in the presence of representatives from both the County and the successful bidder. If the results of such test reveal the samples submitted do not meet the specifications, the cost of the test shall be at the expense of the successful bidder. The successful bidder shall make satisfactory adjustment for all products delivered which do not comply with Jefferson County's specifications. If the results of the test reveal the samples submitted meet Jefferson County's specification, the County will bear the cost of the test.

Manufacturer's Safety Data Sheets (MSDS) must be provided on all applicable deliveries.

Quantities to be purchased will be on an as-needed basis and may be affected by weather conditions or available funds. The County's previous annual purchases of Road Building Materials are listed below.

Natural Limestone Rock Asphalt Aggregate for Surface Treatment	Item 302 Type PB Gr 3	2,500 tons
	Item 302 Type PB Gr 4	32,200 tons
	Item 302 Type PB Gr 4S	2,800 tons
Pre-coated Rock Asphalt Aggregates for Surface Treatment	Item 302 Type PB Gr 4	5,777.14 tons
Item 247, Flexible Base (Supplier shall provide loose weight in lbs./c.y.). These items, which are published in the TXDOT Standard Specifications.	Item 247 Type A Gr 1 CLA (minimum P.I. 4; maximum P.I. 10)	6,174.47 tons
Hot Mix Cold Laid Asphaltic Concrete Pavement	Item 334 Type "D"	390.72 tons
Hot Mix Asphaltic Concrete Pavement	Item 340 Type "D"	1,826.39 tons

These figures are shown solely as basis for bidders to determine the past history of these items, and do not imply any promise that these quantities will be purchased.

Materials shall be measured by ton or by gallon, as indicated on the bid form.

Truck Delivery: Quote delivery via tandem dump truck or by trailer as may be required. It will be the decision of each precinct how materials are delivered. Price for delivery to the five (5) county delivery points listed below shall be price per ton, per mile.

Precinct 1 Stockpile	China Service Center
Precinct 2 Stockpile	Viterbo Road
Precinct 2 Storage Yard	LaBelle Road & Hwy. 365
Precinct 3 Stockpile	Hwy. 124, Hamshire
Precinct 4 Stockpile	Boyt Road

Hopper bids shall list city and address of hopper location as well as hours of operation. Bidders desiring to quote materials loaded onto trucks from barges may list their locations under the Hopper pickup caption.

Texas State Department of Transportation Standard Specification (2004), with the exceptions noted below, shall define the materials in this specification.

If after bid award is made, vendor is unable to supply Jefferson County with materials ordered, vendor shall fax the form letter provided by the County within two (2) hours of request stating why the material cannot be delivered. Jefferson County will then be able to go out on the open market for the materials that are needed until the vendor faxes another letter informing the County the materials are available again.

**CMD-9000-002 ASPHALTIC CONCRETE PATCHING MATERIAL
(STOCKPILE STORAGE)**

Description

This material is to be manufactured using a special cutback material (SCMI). This specification shall govern for an asphaltic concrete mixture intended primarily as a cool to cold weather stockpile patching mix for maintenance. It shall remain workable in the stockpile for several months and have good adhesion to wet surfaces. The length of satisfactory stockpiling and the lowest temperature at which it can be used will vary according to the type and grade of asphaltic binder specified. It is primarily a crushed stone asphaltic concrete with asphalt additives.

Materials

SCM I (Special Cutback Material I) shall meet the following requirements. SCM I recommended Aggregate II only.

Tests on SCM I:

Flash Point (Test Method Tex-512-C):	79°C Minimum
Water (Test Method Tex-501C):	0.2% Maximum
Kinematic Viscosity at 60C, cSt (Test Method Tex-529-C):	500 to 1,000
Distillation (Test Method Tex-515-C), expressed as a percent by volume of total distillate to 360C.	

	Minimum	Maximum
Off at 225C	0	0
Off at 260C	0	0.5
Off at 315C	20	60
Residue at 360C, Volume %	76	

Tests on Distillation Residue:

Penetration at 25C, 150g, 5 sec. ¹	180 Minimum
Ductility at 4C, 1 cm/min (Test Method Tex-503-C):	100 cm Minimum
Solubility in Trichloroethylene (Test Method Tex-507-C):	99% Minimum

Asphaltic Additives. One or more asphaltic additives to prevent stripping of the asphalt from the aggregate in the presence of water and promote bonding to damp or wet surfaces shall be incorporated into the mixture. The additive(s) shall be added to the asphalt material at the point of origin or be metered in at the mix plant to provide a uniform concentration of the agent(s). The type and amount of additive(s) used will be approved by the Engineer in the design stage based on the resistance to stripping, as described in Article 3, "Properties of the Mixture" and desired bonding and workability characteristics.

Distillate: When an MC-800 is designated as the asphaltic material to be used, the Engineer may also direct that distillate in amounts not to exceed five percent by weight of the MC-800 be added in order to extend stockpile life and improve cold weather workability. The distillate shall meet the requirements for No. 1 and No. 2 diesel, ASTM D-975, Standard Specification for Diesel Fuel Oils, with the exception that the maximum water content shall not be greater than 0.2 percent.

¹ ASTM D-5 procedure except using cone conforming to ASTM D-217. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and water decanted from top of sample before transferring from the bath to the penetrometer.
(IFB 19-040/YS), Term Contract for Road Building Materials for Jefferson County

The distillate shall be metered into the mix plant separately from the MC-800, or with the permission of the Engineer, may be blended with the MC-800.

Aggregate: The aggregate shall meet the requirements for aggregate as specified in Item 334, "Hot Mix – Cold Laid Asphaltic Concrete Pavement."

Properties of the Mixture:

General Testing: When tested according to standard Department Test Methods, the mixture shall comply with the following requirements:

	Minimum	Maximum
Asphalt Content, exclusive of volatiles, percent by weight	3.0	7.0
Hydrocarbon Volatile Content of mix, percent by weight	0.3	1.0
Moisture Content of mix (the requirement does not apply to mixtures produced at mixing temperatures of 79C or less) percent by weight		2.0
Hveem Stability at 60C, percent (cured and molded in accordance with Test Method Tex-206-F)	35 ²	

Mixture Design and Aggregate Gradation: One or more of the gradation types specified in Item 334, "Hot Mix – Cold Laid Concrete Pavement" for optimum density mixtures, or of the open mixture gradations shown below shall be designated by the Engineer on the plans or requisition.

For mixtures to be produced with Item 334, "Hot Mix – Cold Laid Concrete Pavement" gradation, the mixture should be designated in accordance with Test Method Tex-204-F and asphalt content selected to result in laboratory density as follows:

Density (Percent)		
Minimum	Maximum	Optimum
93.5	96.5	95.0

For mixtures to be produced with Gradation II below, the Engineer shall select the asphalt content within the range specified under "Asphalt Content" above:

Sieve Size	% Passing (by weight)
¾"	
½"	100
3/8"	95 – 100
No. 4	17 – 40
No. 10	2 – 15
No. 40	–
No. 80	–
No 200	0 – 3
AC % ³	4.5 – 6.5

Resistance to Water Damage: The as-received mix shall be evaluated for resistance to water damage by soaking a 100 gram representative sample of the total mixture in 200 milliliter (ml) of

² The requirements for Hveem Stability are applicable to mixtures with Item 344, "Hot Mix – Cold Laid Asphaltic Concrete Pavement" gradations only.

³ Recommended asphalt content range.

distilled or de-ionized water at 60 +/- 1C for 24 +/- 2 hours. The soaking test shall be accomplished in a glass beaker of approximately 400 ml. Upon completion of the 24-hour soaking period, the mixture shall be evaluated while submerged in the testing water. The material shall show no visible evidence of stripping.

Preparation of Mixture:

The mixture shall be plant mixed. All production equipment shall meet the requirements of Item 334, "Hot Mix – Cold Laid Concrete Pavement." The asphaltic material shall be heated in accordance with Article 300.3, "Storage, Heating and Application Temperatures." The application temperature for SCM I and SCM II shall be 170F (76C) to 200F (93C) unless otherwise specified by the material supplier. The temperature of the bituminous mixture at the point of discharge from the mixer and the temperature of the aggregate, when mixed with bituminous material, shall not exceed 200F (93C) unless otherwise approved by the Engineer. The mixture shall be mixed until all of the aggregate is uniformly coated.

Bidder Information Form

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

Bid Name & Number: IFB 19-040/YS, Term Contract for Road Building Materials for Jefferson County

Bidder's Company/Business Name: Vulcan Construction Materials LLC

Bidder's TAX ID Number: 63-1211833

Contact Person: Jeff Harris **Title:** Commercial Excellence Director

Phone Number (with area code): 210-524-3512

Alternate Phone Number if available (with area code): 210-524-3567

Fax Number (with area code): 210-524-3555

Email Address: Vulcantxquotes@vmcmail.com

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

N/A
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:

Vulcan Construction Materials LLC

For clarification of this offer, contact:

Company Name

P.O. Box 791550

Jeff Harris

Address

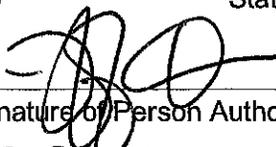
Name

San Antonio Tx 78279

210-524-3512 210-524-3555

City State Zip

Phone Fax



Vulcontxquotes@vmcmail.com

Signature of Person Authorized to Sign

E-mail

Jeff Harris

Printed Name

Commercial Excellence Director

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-040/YS, Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
 County Judge

Date

Attest:

Carolyn L. Guidry
 County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

1A. Rock Asphalt – Truck Delivery

Minimum 24 ton delivery

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
Description		China Rd.	Viterbo Rd.	Boyt Rd.
A.	Natural Limestone Rock Asphalt Aggregated for Surface Treatments:			
1.	Item 302 Type PB Gr 3	\$ <u>84.90</u> per ton	\$ <u>85.22</u> per ton	\$ <u>85.06</u> per ton
2.	Item 302 Type PB Gr 4	\$ <u>84.90</u> per ton	\$ <u>85.22</u> per ton	\$ <u>85.06</u> per ton
3.	Item 302 Type PB Gr 4S	\$ <u>84.90</u> per ton	\$ <u>85.22</u> per ton	\$ <u>85.06</u> per ton
B.	Precoated Rock Asphalt Aggregates for Surface Treatments:			
1.	Item 302 Type PB Gr 4	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton

1B. Rock Asphalt – Truck Delivery

Minimum 24 ton delivery

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
Description		Rosedale	LaBelle	Hamshire	Hebert
A.	Natural Limestone Rock Asphalt Aggregates for Surface Treatments				
1.	Item 302 Type PB Gr 3	\$ <u>84.42</u> per ton	\$ <u>82.02</u> per ton	\$ <u>84.74</u> per ton	\$ <u>84.42</u> per ton
2.	Item 302 Type PB Gr 4	\$ <u>84.42</u> per ton	\$ <u>82.02</u> per ton	\$ <u>84.74</u> per ton	\$ <u>84.42</u> per ton
3.	Item 302 Type PB Gr 4S	\$ <u>84.42</u> per ton	\$ <u>82.02</u> per ton	\$ <u>84.74</u> per ton	\$ <u>84.42</u> per ton
B.	Precoated Rock Asphalt Aggregates for Surface Treatments				
1.	Item 302 Type PB Gr 4S	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton

Bid Form (Continued)

1C. Rock Asphalt – Railroad Delivery

Minimum 4,000 ton delivery

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
		China Rd.	Viterbo Rd.	Boyt Rd.
A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments:				
1.	Item 302 Type PB Gr 3	\$ <u>66.34</u> per ton	\$ <u>66.34</u> per ton	\$ <u>66.34</u> per ton
2.	Item 302 Type PB Gr 4	\$ <u>66.34</u> per ton	\$ <u>66.34</u> per ton	\$ <u>66.34</u> per ton
3.	Item 302 Type PB Gr 4S	\$ <u>66.34</u> per ton	\$ <u>66.34</u> per ton	\$ <u>66.34</u> per ton
B. Precoated Rock Asphalt Aggregates for Surface Treatments:				
1.	Item 302 Type PB Gr 4	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton

1D. Rock Asphalt – Railroad Delivery

Minimum 4,000 ton delivery

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
		Rosedale	LaBelle	Hamshire	Hebert
A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments					
1.	Item 302 Type PB Gr 3	\$ <u>66.34</u> per ton	\$ <u>66.34</u> per ton	\$ <u>66.34</u> per ton	\$ <u>66.34</u> per ton
2.	Item 302 Type PB Gr 4	\$ <u>66.34</u> per ton	\$ <u>66.34</u> per ton	\$ <u>66.34</u> per ton	\$ <u>66.34</u> per ton
3.	Item 302 Type PB Gr 4S	\$ <u>66.34</u> per ton	\$ <u>66.34</u> per ton	\$ <u>66.34</u> per ton	\$ <u>66.34</u> per ton
B. Precoated Rock Asphalt Aggregates for Surface Treatments					
1.	Item 302 Type PB Gr 4S	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton

Bid Form (Continued)

**2. Flexible Base, Item 247, Ty A, Gr 1 CLA
(Minimum P.I. 4 - Maximum P.I. 10)**

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.		
	Price per Ton, Tandem Dump	Price per Ton, Trailer
<i>Minimum 24 ton delivery</i>		
Flexible Base – Price Per Ton Delivered from Vendor's Hopper to Job Site – Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	\$ <u>28.00</u> per ton	\$ <u>28.00</u> per ton
2. 11 – 20 Miles	\$ <u>29.00</u> per ton	\$ <u>29.00</u> per ton
3. 21 – 30 Miles	\$ <u>30.50</u> per ton	\$ <u>30.50</u> per ton
4. 31+ Miles	\$ <u>36.00</u> per ton	\$ <u>36.00</u> per ton
B. Hopper Pick-Up		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont	<i>1399 Carroll St. Beaumont, TX 77701</i>	\$ <u>22.50</u> per ton
2. Port Neches		\$ <u>NS</u> per ton
3. Port Arthur		\$ <u>NS</u> per ton
4. Other		\$ <u>NS</u> per ton
5. Other		\$ <u>NS</u> per ton
Hours of Hopper Operation:		7:00 AM - 5:00 PM

Bid Form (Continued)

3. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage) NO BID

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.		
	Price per Ton, Tandem Dump	Price per Ton, Trailer
Patching Material – Price Per Ton Delivered from Vendor's Hopper to Job Site. Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	\$ <u>NR</u> per ton	\$ <u>NR</u> per ton
2. 11 – 20 Miles	\$ <u>NR</u> per ton	\$ <u>NR</u> per ton
3. 21 – 30 Miles	\$ <u>NR</u> per ton	\$ <u>NR</u> per ton
4. 31+ Miles	\$ <u>NR</u> per ton	\$ <u>NR</u> per ton
B. Hopper Pick-Up		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ <u>NR</u> per ton
2. Port Neches		\$ <u>NR</u> per ton
3. Port Arthur		\$ <u>NR</u> per ton
4. Other		\$ <u>NR</u> per ton
5. Other		\$ <u>NR</u> per ton
Hours of Hopper Operation:		

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery NO BID

Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed

Description		China Rd.	Viterbo Rd.	Boyt Rd.
A-1.	Item 276, Plant Mix, Crushed Stone, (1 ½ sack/ton)	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton

Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed

Description		Rosedale	LaBelle	Hamshire	Hebert
A-2.	Item 276, Plant Mix, Crushed Stone, (1 ½ sack/ton)	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton

Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed

Description		China Rd.	Viterbo Rd.	Boyt Rd.
B-1.	Item 276, Plant Mix, Crushed Stone, (2 sack/ton)	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton

Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed

Description		Rosedale	LaBelle	Hamshire	Hebert
B-2.	Item 276, Plant Mix, Crushed Stone, (2 sack/ton)	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery (Continued) NO BID

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
Description		China Rd.	Viterbo Rd.	Boyt Rd.
C-1.	Item 276, Plant Mix, Crushed Stone, (3 sack/ton)	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
Description		Rosedale	LaBelle	Hamshire	Hebert
C-2.	Item 276, Plant Mix, Crushed Stone, (3 sack/ton)	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
Description		China Rd.	Viterbo Rd.	Boyt Rd.
D-1.	Item 276, Plant Mix, Crushed Stone, (4 sack/ton)	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
Description		Rosedale	LaBelle	Hamshire	Hebert
D-2.	Item 276, Plant Mix, Crushed Stone, (4 sack/ton)	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery (Continued) NO BID

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
		China Rd.	Viterbo Rd.	Boyt Rd.
E-1.	Item 401, Flowable Backfill (1 ½ sack/ton)	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
		Rosedale	LaBelle	Hamshire	Hebert
E-2.	Item 401, Flowable Backfill (1 ½ sack/ton)	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
		China Rd.	Viterbo Rd.	Boyt Rd.
F-1.	Item 401, Flowable Backfill (2 sack/ton)	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
		Rosedale	LaBelle	Hamshire	Hebert
F-2.	Item 401, Flowable Backfill (2 sack/ton)	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery (Continued) NO BID

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
Description		China Rd.	Viterbo Rd.	Boyt Rd.
G-1.	Item 401, Flowable Backfill (3 sack/ton)	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
Description		Rosedale	LaBelle	Hamshire	Hebert
G-2.	Item 401, Flowable Backfill (3 sack/ton)	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
Description		China Rd.	Viterbo Rd.	Boyt Rd.
H-1.	Item 401, Flowable Backfill (4 sack/ton)	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
Description		Rosedale	LaBelle	Hamshire	Hebert
H-2.	Item 401, Flowable Backfill (4 sack/ton)	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton	\$ <u>NB</u> per ton

Bid Form (Continued)

4B. Cement Stabilized Base – Hopper Pick Up NO BID

A. Item 276, Plant Mix, Crushed Stone, (1 ½ sack/ton)		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ <u>NB</u> per ton
2. Port Neches		\$ <u>NB</u> per ton
3. Port Arthur		\$ <u>NB</u> per ton
4. Other		\$ <u>NB</u> per ton
5. Other		\$ <u>NB</u> per ton
B. Item 276, Plant Mix, Crushed Stone (2 sack/ton)		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ <u>NB</u> per ton
2. Port Neches		\$ <u>NB</u> per ton
3. Port Arthur		\$ <u>NB</u> per ton
4. Other		\$ <u>NB</u> per ton
5. Other		\$ <u>NB</u> per ton
C. Item 401, Flowable Backfill (1 ½ sack/ton)		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ <u>NB</u> per ton
2. Port Neches		\$ <u>NB</u> per ton
3. Port Arthur		\$ <u>NB</u> per ton
4. Other		\$ <u>NB</u> per ton
5. Other		\$ <u>NB</u> per ton
D. Item 401, Flowable Backfill (2 sack/ton)		
Location	Address	Location
1. Beaumont	<u>NB</u>	1. Beaumont
2. Port Neches	<u>NB</u>	2. Port Neches
3. Port Arthur	<u>NB</u>	3. Port Arthur
4. Other	<u>NB</u>	4. Other
5. Other	<u>NB</u>	5. Other

Bid Form (Continued)

4B. Cement Stabilized Base – Hopper Pick Up (Continued) NO BID

E. Item 401, Flowable Backfill (3 sack/ton)		
Location		Location
1. Beaumont	NB	1. Beaumont
2. Port Neches	NB	2. Port Neches
3. Port Arthur	NB	3. Port Arthur
4. Other	NB	4. Other
5. Other	NB	5. Other

5. Hot Mix Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 340 TY D		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ <u>NB</u> per ton
2. Port Neches		\$ <u>NB</u> per ton
3. Port Arthur		\$ <u>NB</u> per ton
4. Other		\$ <u>NB</u> per ton
5. Other		\$ <u>NB</u> per ton

Hours of Hopper Operation:

B. Item 340 TY D – Anti Stripping Agent shall be added if required by design mix.

Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ <u>NB</u> per ton
2. Port Neches		\$ <u>NB</u> per ton
3. Port Arthur		\$ <u>NB</u> per ton
4. Other		\$ <u>NB</u> per ton
5. Other		\$ <u>NB</u> per ton

Hours of Hopper Operation:

Bid Form (Continued)

6. Hot Mix Cold Laid Asphaltic Concrete Pavement – Hopper Pick-Up

NO BID

A. Item 334, Type D		
Location	Address	Price Per Ton F.O.B. Truck Shipping Point
1. Beaumont		\$ <u>NB</u> per ton
2. Port Neches		\$ <u>NB</u> per ton
3. Port Arthur		\$ <u>NB</u> per ton
4. Other		\$ <u>NB</u> per ton
5. Other		\$ <u>NB</u> per ton
Hours of Hopper Operation:		

7. Concrete Structures – Truck Delivery

NO BID

A. Delivered to Job Site, Jefferson County	
	Price Per Ton F.O.B. Truck Shipping Point
1. Item 421 Class A	\$ <u>NB</u> per ton
2. Item 421 Class B	\$ <u>NB</u> per ton
3. Item 421 Class S	\$ <u>NB</u> per ton

Note to Bidders: Please be sure to include Full Location Addresses and Hours of Operation for Hopper Pick Up line items.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: CITY OF GROVES
 Address: P.O. BOX 846, GROVES, TX 77619
 Contact Person and Title: JOEY BREAUX
 Phone: 409-962-4471 Fax: -
 Email Address: _____ Contract Period: 2016-2019
 Scope of Work: CITY BASE PROJECTS

REFERENCE TWO

Government/Company Name: CITY OF ORANGE
 Address: 803 W GREEN, ORANGE, TX 77630
 Contact Person and Title: TIMMY CAMPBELL
 Phone: 409-988-7335 Fax: _____
 Email Address: tcampbell@orange.tx.org Contract Period: 2019
 Scope of Work: MAINTENANCE YARD SUPPLY

REFERENCE THREE

Government/Company Name: CITY OF NEDERLAND
 Address: P.O. BOX 967, NEDERLAND, TX 77627
 Contact Person and Title: LARRY GRAVES
 Phone: 409-723-1505 Fax: _____
 Email Address: _____ Contract Period: 2017-2019
 Scope of Work: CITY BASE PROJECTS

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.

Vulcan Construction Materials LLC
Bidder (Entity Name)


Signature

800 Isom Rd. San Antonio, TX 78216
Street & Mailing Address

Jeff Harris
Print Name

P.O. Box 791550 San Antonio, TX 78279
City, State & Zip

8-21-19
Date Signed

210-524-3512
Telephone Number

210-524-3555
Fax Number

Vulcanquotes@vmcmail.com
E-mail Address

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>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Date Received</td> </tr> </tbody> </table>		OFFICE USE ONLY	Date Received
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: 1.2em;">Jeff Harris</p>				
<p>2 <input checked="" 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; font-size: 1.2em; text-decoration: underline;">None</p> <p style="text-align: center; font-size: 0.8em;">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%;"> <p style="text-align: center; font-size: 1.5em; text-decoration: underline;">[Signature]</p> <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%;"> <p style="text-align: center; font-size: 1.5em;">8-21-19</p> <p style="font-size: 0.8em;">Date</p> </div> </div>				

Adopted 3/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

NOT APPLICABLE

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 Date Received
1	Name of Local Government Officer	
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in Item 3	
5	<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>(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: center;">_____ 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 3/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

Yes No

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

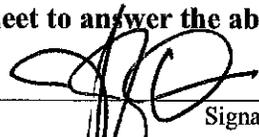
Did the Prime Contractor/Consultant . . .

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

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.

Jeff Harris
Printed Name of Authorized Representative


Signature

Commercial Excellence Director
Title

8-21-19
Date

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.

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 Vulcan Const. Materials LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	63-1211833
Company Name submitting bid/proposal:	Vulcan Construction Materials LLC
Mailing address:	P.O. Box 791550 San Antonio, TX 78279
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, Jeff Harris, the undersigned representative of (company or business name) Vulcan Construction Materials 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.

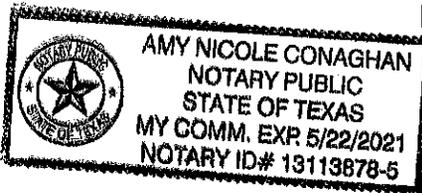
[Signature]
Signature of Company Representative

8-21-19
Date

On this 21 day of August, 2019, personally appeared

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

Notary Seal



[Signature]
Notary Signature

8-21-19
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.

Vulcan Construction Materials LLC

Company Name

19-040/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 Texas COUNTY OF Bexar

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

on this day personally appeared Jeff Harris, who
(name)

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

"I, Jeff Harris am a duly authorized officer of/agent
(name)
for Vulcan Construction Materials LLC and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Vulcan Construction Materials 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."

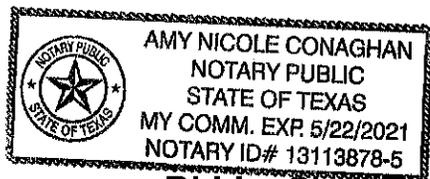
Name and address of bidder: Vulcan Construction Materials LLC
P.O. Box 791550 San Antonio, TX 78279

Fax: 210-524-3555 Telephone# 210-524-3512
by: Jeff Harris Title: Commercial Excellence Director
(print name)

Signature: [Handwritten Signature]

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

this the 21 day of August, 2019.



[Handwritten Signature]
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

ORIGIN ID: SATA (210) 524-3519
MICHELLE WEBER
VULCAN MATERIALS COMPANY
800 ISOM ROAD, STE. 300
SAN ANTONIO, TX 78216
UNITED STATES US

SHIP DATE: 23AUG19
ACTWGT: 1.00 LB
CAD: 111391252/NET4160

BILL SENDER

TO JEFFERSON COUNTY PURCHASING DEPT.

1149 PEARL ST FL 1

BEAUMONT TX 77701

(409) 835-8593 REF: P.O. BOX 791650

INV. DEPT.



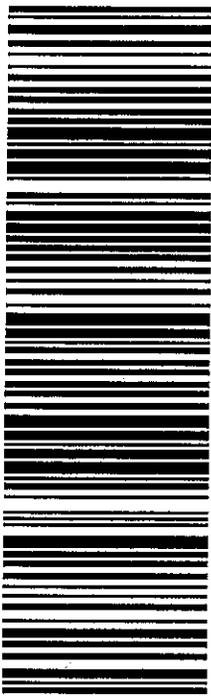
557J3IE9E705A2

MON - 26 AUG 10:30A

PRIORITY OVERNIGHT

TRK# 7760 6193 0003
0201

XH BPTA TX-US 77701 IAH



RECEIVED 10:00 AM AUG 26 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 ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

SOUTHWEST DIVISION
P.O. BOX 791550
SAN ANTONIO, TEXAS 78279

**Jefferson County
Purchasing Dept.
1149 Pearl Street, 1st Flr.
Beaumont, TX 77701**

Sealed Bid
**Term Contract for Road Building
Materials for Jefferson County
IFB 19-040/YS
Due: Aug. 27, 2019 11:00 am**

ATTACHMENT A**IFB 19-038/YS****Term Contract for Paper Stock & Envelopes for Jefferson County****I. Paper Stock**

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
1	20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4	Domtar Copy	\$5.69	5000	\$28.45	Western BRW Paper-Bosworth Paper
2	20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4	Domtar Copy	\$6.34	5000	\$31.70	Western BRW Paper-Bosworth Paper
3	20 lb. Bond Paper, long grain, white 8½x14, Paper grade: Premium #4	Domtar Copy	\$8.06	5000	\$40.30	Western BRW Paper-Bosworth Paper
4	20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4	Domtar Copy	\$12.68	2500	\$31.70	Western BRW Paper-Bosworth Paper
5	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: Premium #4	Domtar Earth Choice Colors	\$8.00	5000	\$40.00	Western BRW Paper-Bosworth Paper
6	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x14 – ream wrap only (combined total), Paper grade: Premium #4	Domtar Earth Choice Colors	\$10.78	5000	\$53.90	Western BRW Paper-Bosworth Paper
7	20 lb. Bond Paper, colors (buff, salmon, goldenrod, pink, blue, canary, green), 8½x11	Domtar Earth Choice Colors	\$8.00	5000	\$40.00	Western BRW Paper-Bosworth Paper
8	20 lb. Bond Paper, long grain, colors (ivory, goldenrod, pink, blue, canary, green), 8½x14	Domtar Earth Choice Colors	\$10.78	5000	\$53.90	Western BRW Paper-Bosworth Paper
9	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1	Nenah Atlas Bond	\$24.46	5000	\$122.30	Western BRW Paper-Bosworth Paper
10	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x14. Paper grade: #1					NO BID

II. Card Stock

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
11	67 lb. Vellum cover stock (white) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	Cenveo	\$16.04	2000	\$32.08	Western BRW Paper-Bosworth Paper

12	67 lb. Vellum cover stock (aqua, green, gold, blue, pink, ivory, yellow, grey) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	Domtar Earth Choice Vellum Bristol	\$16.90	2000	\$33.80	Western BRW Paper-Bosworth Paper
13	20 lb. #1 White Sulfite, long grain white, 8½x11 Hammermill. Paper grade: Grade 1 watermark					NO BID
14	Brite Hue – 60 lb. text & cover 8½x11 (red, violet, green, orange, ultra fuchsia)	Neenah Astrobrights	\$13.37	5000	\$66.85	Western BRW Paper-Bosworth Paper
15	#80 8½x11 Classic Crest Avon Brilliant White	Neenah Classic Crest Cover	\$63.60	2000	\$127.20	Western BRW Paper-Bosworth Paper
16	#80 8½x11 Classic Crest Avon Ivory	Neenah Classic Crest Cover	\$65.70	2000	\$131.40	Western BRW Paper-Bosworth Paper
17	Olmsted-Kirk 80 lb, Starwhite Smooth Text Archiva, 8½x11	Neenah	\$50.40	2000	\$100.80	Olmsted Kirk Paper Co.

III. Envelopes

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
18	24 lb. catalog envelopes 10"x13" white woven	Cenveo	\$62.72	500	\$31.35	Western BRW Paper-Bosworth Paper
19	28 lb. white catalog envelopes 9"x12"	Cenveo	\$54.20	500	\$27.10	Western BRW Paper-Bosworth Paper
20	15"x10" brown kraft gummed flap document envelopes 32#	Cenveo	\$99.00	500	\$49.50	Olmsted Kirk Paper Co.
21	#9 window envelopes – 24 lb. white wove	Cenveo	\$19.50	2500	\$48.75	Olmsted Kirk Paper Co.
22	#9 regular envelopes – 24 lb. white wove	Cenveo	\$17.26	2500	\$43.15	Olmsted Kirk Paper Co.
23	#10 window envelopes – 24 lb. white wove (hard boxes)	Cenveo	\$19.50	2500	\$48.75	Olmsted Kirk Paper Co.
24	#10 regular envelopes – 24 lb. white wove (hard boxes)	Cenveo	\$17.26	2500	\$43.15	Olmsted Kirk Paper Co.
25	#11 window envelopes – 28 lb. white wove	Cenveo	\$34.55	2500	\$86.38	Western BRW Paper-Bosworth Paper
26	#11 regular envelopes – 28 lb. white wove	Cenveo	\$34.20	2500	\$85.50	Olmsted Kirk Paper Co.
27	#12 window envelopes – 24 lb. white wove	Cenveo	\$49.10	2500	\$122.75	Olmsted Kirk Paper Co.
28	#12 regular envelopes – 24 lb. white wove					NO BID
29	#10 brown kraft envelopes – 28 lb.	Cenveo	\$26.10	2500	\$65.25	Olmsted Kirk Paper Co.

30	#12 brown kraft envelopes – 28 lb.	Cenveo	\$50.85	2500	\$127.12	Olmsted Kirk Paper Co.
31	#14 brown kraft envelopes – 28 lb.					NO BID
32	Opaque envelopes - 4½x9 (blue, green, natural, cream, gold, pink, gray, ivory, yellow)	Cenveo	\$23.26	2500	\$58.15	Olmsted Kirk Paper Co.

IV. No Carbon Required Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
33	8½x11 2-part black image carbonless reverse collated	Neekoosa Carbonless	\$16.46	5000	\$82.30	Western BRW Paper-Bosworth Paper
34	8½x11 Mead 3-part black image carbonless reverse collated	Neekoosa Carbonless	\$18.54	5000	\$92.70	Western BRW Paper-Bosworth Paper
35	8½x11 Mead 4-part black image carbonless reverse collated	Neekoosa Carbonless	\$19.81	5000	\$99.05	Western BRW Paper-Bosworth Paper
36	8½x11 Mead 5-part black image carbonless reverse collated	Neekoosa Carbonless	\$20.07	5000	\$100.35	Western BRW Paper-Bosworth Paper
37	8½x14 Mead 2-part black image carbonless reverse collated	Neekoosa Carbonless	\$21.76	5000	\$108.80	Western BRW Paper-Bosworth Paper
38	8½x14 Mead 3-part black image carbonless reverse collated	Neekoosa Carbonless	\$24.50	5000	\$122.50	Western BRW Paper-Bosworth Paper
39	8½x14 Mead 4-part black image carbonless reverse collated	Neekoosa Carbonless	\$26.20	5000	\$131.00	Western BRW Paper-Bosworth Paper
40	8½x14 Mead 5-part black image carbonless reverse collated	Neekoosa Carbonless	\$27.75	5000	\$135.75	Western BRW Paper-Bosworth Paper
41	8½x11 Astro Bright Text, 60T	Neenah Astrobrights	\$13.37	5000	\$66.85	Western BRW Paper-Bosworth Paper
42	8½x11 Astro Bright Cover, 65C	Neenah Astrobrights	\$26.50	2000	\$53.00	Western BRW Paper-Bosworth Paper

Olmsted Kirk Paper Co.
 1601 Valley View Lane
 Dallas TX 75234
 attn: Alan Proctor
aproctor@okpaper.com
 ph: 214-637-7146
 fx: 214-637-2131

Western-BRW Paper Co. – Bosworth Papers
 10425 Okanella #600
 Houston TX 77041
 attn: Joseph T. Jordan
jtjordan@bosworthpapers.com
 ph: 713-460-5060
 fx: 713-460-2037

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:

Olmsted Kirk
Company Name

For clarification of this offer, contact:

1601 Valley View Ln.
Address

Alan Proctor
Name

Dallas, TX 75234
City State Zip

214-637-7146 214-637-2131
Phone Fax


Signature of Person Authorized to Sign

aproctor@okpaper.com
E-mail

Alan Proctor
Printed Name

Vice President
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-038/YS, Term Contract for Paper Stock & Envelopes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

September 9, 2019

Date

Attest:

Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

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:

Western BRW Paper Co - Bosworth
Company Name

Po Box 40905
Address

Houston TX 77240
City State Zip

[Signature]
Signature of Person Authorized to Sign

Joseph T Jordan
Printed Name

Executive Vice President
Title

For clarification of this offer, contact:

Joseph T Jordan
Name

713 460 5060 713 460 2037
Phone Fax

jtjordan@bosworthpapers.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-038/YS, Term Contract for Paper Stock & Envelopes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

September 9, 2019
Date

Attest:

Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

ATTACHMENT B

IFB 19-040/YS, Term Contract for Road Building Materials for Jefferson County

Bid Opening: August 27, 2019

	Gulf Coast				LD Construction				Martin Marietta Materials, Inc.				Vulcan Construction Materials LLC					
	China Rd.	Viterbo Rd.	Boyt Rd.	China Rd.	Viterbo Rd.	Boyt Rd.	China Rd.	Viterbo Rd.	Boyt Rd.	China Rd.	Viterbo Rd.	Boyt Rd.	China Rd.	Viterbo Rd.	Boyt Rd.			
1A. Rock Asphalt - Truck Delivery (Price per ton, FOB, delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)																		
A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments																		
1 Item 302 Type PB Gr 3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	84.90	85.22	85.06			
2 Item 302 Type PB Gr 4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	84.90	85.22	85.06			
3 Item 302 Type PB Gr 4S	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	84.90	85.22	85.06			
B. Precoated Rock Asphalt Aggregates for Surface Treatments																		
1 Item 302 Type B Gr 4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	* minimum 24 ton delivery			No Bid	No Bid	No Bid

	Gulf Coast				LD Construction				Martin Marietta Materials, Inc.				Vulcan Construction Materials LLC					
	Rosedale	LaBelle	Hamshire	Hebert	Rosedale	LaBelle	Hamshire	Hebert	Rosedale	LaBelle	Hamshire	Hebert	Rosedale	LaBelle	Hamshire	Hebert		
1B. Rock Asphalt - Truck Delivery (Price per ton, FOB delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)																		
A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments																		
1 Item 302 Type PB Gr 3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	84.42	82.02	84.74	84.42		
2 Item 302 Type PB Gr 4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	84.42	82.02	84.74	84.42		
3 Item 302 Type PB Gr 4S	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	84.42	82.02	84.74	84.42		
B. Precoated Rock Asphalt Aggregates for Surface Treatments																		
1 Item 302 Type PB Gr 4S	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	* minimum 24 ton delivery			No Bid	No Bid	No Bid

	Gulf Coast				LD Construction				Martin Marietta Materials, Inc.				Vulcan Construction Materials LLC					
	China Rd.	Viterbo Rd.	Boyt Rd.	China Rd.	Viterbo Rd.	Boyt Rd.	China Rd.	Viterbo Rd.	Boyt Rd.	China Rd.	Viterbo Rd.	Boyt Rd.	China Rd.	Viterbo Rd.	Boyt Rd.			
1C. Rock Asphalt - Railroad Delivery (Price per ton, FOB Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)																		
A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments																		
1 Item 302 Type PB Gr 3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	66.34	66.34	66.34			
2 Item 302 Type PB Gr 4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	66.34	66.34	66.34			
3 Item 302 Type PB Gr 4S	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	66.34	66.34	66.34			
B. Precoated Rock Asphalt Aggregates for Surface Treatments																		
1 Item 302 Type PB Gr 4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	* minimum 4000 ton delivery			No Bid	No Bid	No Bid

1D. Rock Asphalt - Railroad Delivery
 (Price per ton, FOB Delivered Jefferson County
 Precinct Service Centers with Freight Prepaid and
 Allowed)

	Gulf Coast				LD Construction				Martin Marietta Materials, Inc.				Vulcan Construction Materials LLC			
	Rosedale	LaBelle	Hamshire	Hebert	Rosedale	LaBelle	Hamshire	Hebert	Rosedale	LaBelle	Hamshire	Hebert	Rosedale	LaBelle	Hamshire	Hebert
A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments																
1 Item 302 Type PB Gr 3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	66.34	66.34	66.34	66.34
2 Item 302 Type PB Gr 4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	66.34	66.34	66.34	66.34
3 Item 302 Type PB Gr 4S	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	66.34	66.34	66.34	66.34
B. Precoated Rock Asphalt Aggregates for Surface Treatments													*minimum 4000 ton delivery			
1 Item 302 Type PB Gr 4S	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

2. Flexible Base, Item 247, Ty A, Gr 1 CLA (Minimum P.I. 4 - Maximum P.I. 10)

	Gulf Coast		LD Construction		Martin Marietta Materials, Inc.		Vulcan Construction Materials LLC	
	Price per ton, tandem dump	Price per ton, trailer	Price per ton, tandem dump	Price per ton, trailer	Price per ton, tandem dump	Price per ton, trailer	Price per ton, tandem dump	Price per ton, trailer
A. Truck Delivery - Prices FOB Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated. Flexible Base - Price per ton delivered from Vendor's hopper to job site. Bidder shall supply material from location closest to the County project site.								
1. 1 - 10 miles	No Bid	No Bid	No Bid	No Bid	30.00	29.00	28.00	28.00
2. 11 - 20 miles	No Bid	No Bid	No Bid	No Bid	32.00	30.00	29.00	29.00
3. 21 - 30 miles	No Bid	No Bid	No Bid	No Bid	35.00	34.00	30.50	30.50
4. 31 + miles	No Bid	No Bid	No Bid	No Bid	40.00	39.00	36.00	36.00
	* minimum 24 ton delivery							

B. Hopper Pick-Up

Location	Gulf Coast		LD Construction		Martin Marietta Materials, Inc.		Vulcan Construction Materials LLC	
	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point
1. Beaumont		No Bid		No Bid	2525 Dollinger Road	25.00	1399 Carroll Street	22.50
2. Port Neches		No Bid		No Bid		No Bid		No Bid
3. Port Arthur		No Bid		No Bid	2190 S Gulfway Drive	25.00		No Bid
4. Other		No Bid		No Bid		No Bid		No Bid
5. Other		No Bid		No Bid		No Bid		No Bid
Hours of Hopper Operation:					7 am - 5 pm		*minimum 24 ton delivery	

3. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

A. Truck Delivery-Prices FOB Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated. Patching Material-Price per ton delivered from Vendor's hopper to job site. Bidder shall apply material from location closest to the County project site.

	Gulf Coast		LD Construction		Martin Marietta Materials, Inc.		Vulcan Construction Materials LLC	
	Price per ton, tandem dump	Price per ton, trailer	Price per ton, tandem dump	Price per ton, trailer	Price per ton, tandem dump	Price per ton, trailer	Price per ton, tandem dump	Price per ton, trailer
1. 1 - 10 miles	95.00	95.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2. 11 - 20 miles	97.70	97.70	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3. 21 - 30 miles	100.85	100.85	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4. 31+ miles	103.20	103.20	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

1. 1 - 10 miles
2. 11 - 20 miles
3. 21 - 30 miles
4. 31+ miles

B. Hopper Pick-Up

Location	Gulf Coast		LD Construction		Martin Marietta Materials, Inc.		Vulcan Construction Materials LLC	
	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point
1. Beaumont	860 Pine Street	90.00		No Bid		No Bid		No Bid
2. Port Neches		No Bid		No Bid		No Bid		No Bid
3. Port Arthur		No Bid		No Bid		No Bid		No Bid
4. Other		No Bid		No Bid		No Bid		No Bid
5. Other		No Bid		No Bid		No Bid		No Bid
Hours of Hopper Operation:	Mon-Fri, 7am-4pm							

4A. Cement Stabilized Base - Truck Delivery (price per ton, FOB delivered Jefferson County Precinct Service Center with freight prepaid and allowed)

A-1. Item 276, Plant Mix, Crushed Stone, 1 1/2 sack/ton	Gulf Coast			LD Construction			Martin Marietta Materials, Inc.			Vulcan Construction Materials LLC		
	China Rd	Viterbo Rd	Boyt Rd	China Rd	Viterbo Rd	Boyt Rd	China Rd	Viterbo Rd	Boyt Rd	China Rd	Viterbo Rd	Boyt Rd
	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	44.50	44.00	44.50	No Bid	No Bid	No Bid

A-2. Item 276, Plant Mix, Crushed Stone, 1 1/2 sack/ton

A-2. Item 276, Plant Mix, Crushed Stone, 1 1/2 sack/ton	Gulf Coast			LD Construction			Martin Marietta Materials, Inc.			Vulcan Construction Materials LLC		
	Rosedale	LaBelle	Hamshire	Rosedale	LaBelle	Hamshire	Rosedale	LaBelle	Hamshire	Rosedale	LaBelle	Hamshire
	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	45.00	44.50	45.00	No Bid	No Bid	No Bid

B-1. Item 276, Plant Mix, Crushed Stone, 2 sack/ton

B-1. Item 276, Plant Mix, Crushed Stone, 2 sack/ton	Gulf Coast			LD Construction			Martin Marietta Materials, Inc.			Vulcan Construction Materials LLC		
	China Rd	Viterbo Rd	Boyt Rd	China Rd	Viterbo Rd	Boyt Rd	China Rd	Viterbo Rd	Boyt Rd	China Rd	Viterbo Rd	Boyt Rd
	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	48.00	47.00	47.50	No Bid	No Bid	No Bid

B-2. Item 276, Plant Mix, Crushed Stone, 2 sack/ton

B-2. Item 276, Plant Mix, Crushed Stone, 2 sack/ton	Gulf Coast			LD Construction			Martin Marietta Materials, Inc.			Vulcan Construction Materials LLC		
	Rosedale	LaBelle	Hamshire	Rosedale	LaBelle	Hamshire	Rosedale	LaBelle	Hamshire	Rosedale	LaBelle	Hamshire
	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	48.00	47.50	48.00	No Bid	No Bid	No Bid

H-1. Item 401, Flowable Backfill, 4 sack/ton	Gulf Coast			LD Construction			Martin Marietta Materials, Inc.			Vulcan Construction Materials LLC		
	China Rd No Bid	Viterbo Rd No Bid	Boyt Rd No Bid	China Rd No Bid	Viterbo Rd No Bid	Boyt Rd No Bid	China Rd 107.00/cy	Viterbo Rd 107.00/cy	Boyt Rd 107.00/cy	China Rd No Bid	Viterbo Rd No Bid	Boyt Rd No Bid

H-2. Item 401, Flowable Backfill, 4 sack/ton	Gulf Coast			LD Construction			Martin Marietta Materials, Inc.			Vulcan Construction Materials LLC		
	Rosedale No Bid	LaBelle No Bid	Hamshire No Bid	Hebert No Bid	Rosedale No Bid	LaBelle No Bid	Hamshire No Bid	Hebert No Bid	Rosedale 107.00/cy	LaBelle 107.00/cy	Hamshire 107.00/cy	Hebert 107.00/cy

4B. Cement Stabilized Base - Hopper Pick Up

A. Item 276, Plant Mix, Crushed Stone, 1-1/2 sack/ton	Gulf Coast			LD Construction			Martin Marietta Materials, Inc.			Vulcan Construction Materials LLC		
	Address	Price per ton FOB truck shipping point	No Bid	Address	Price per ton FOB truck shipping point	No Bid	Address	Price per ton FOB truck shipping point	No Bid	Address	Price per ton FOB truck shipping point	No Bid
			No Bid			No Bid	2525 Dollinger	39.00				No Bid
			No Bid			No Bid						No Bid
			No Bid			No Bid						No Bid
			No Bid			No Bid						No Bid

B. Item 276, Plant Mix, Crushed Stone, 2 sack/ton	Gulf Coast			LD Construction			Martin Marietta Materials, Inc.			Vulcan Construction Materials LLC		
	Address	Price per ton FOB truck shipping point	No Bid	Address	Price per ton FOB truck shipping point	No Bid	Address	Price per ton FOB truck shipping point	No Bid	Address	Price per ton FOB truck shipping point	No Bid
			No Bid			No Bid	2525 Dollinger	42.00				No Bid
			No Bid			No Bid						No Bid
			No Bid			No Bid						No Bid
			No Bid			No Bid						No Bid

C. Item 401, Flowable Backfill, 1-1/2 sack/ton	Gulf Coast			LD Construction			Martin Marietta Materials, Inc.			Vulcan Construction Materials LLC		
	Address	Price per ton FOB truck shipping point	No Bid	Address	Price per ton FOB truck shipping point	No Bid	Address	Price per ton FOB truck shipping point	No Bid	Address	Price per ton FOB truck shipping point	No Bid
			No Bid			No Bid	2525 Dollinger	88.00/cy				No Bid
			No Bid			No Bid						No Bid
			No Bid			No Bid						No Bid
			No Bid			No Bid						No Bid

D. Item 401, Flowable Backfill, 2 sack/ton	Gulf Coast		LD Construction		Martin Marietta Materials, Inc.		Vulcan Construction Materials LLC	
	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point
1. Beaumont		No Bid		No Bid		91.00/cy		No Bid
2. Port Neches		No Bid		No Bid		No Bid		No Bid
3. Port Arthur		No Bid		No Bid		No Bid		No Bid
4. Other		No Bid		No Bid		No Bid		No Bid
5. Other		No Bid		No Bid		No Bid		No Bid

E. Item 401, Flowable Backfill, 3 sack/ton	Gulf Coast		LD Construction		Martin Marietta Materials, Inc.		Vulcan Construction Materials LLC	
	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point
1. Beaumont		No Bid		No Bid		97.00/cy		No Bid
2. Port Neches		No Bid		No Bid		No Bid		No Bid
3. Port Arthur		No Bid		No Bid		No Bid		No Bid
4. Other		No Bid		No Bid		No Bid		No Bid
5. Other		No Bid		No Bid		No Bid		No Bid

5. Hot Mix Asphaltic Concrete Pavement - Hopper Pick-Up

A. Item 340 TY D	Gulf Coast		LD Construction		Martin Marietta Materials, Inc.		Vulcan Construction Materials LLC	
	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point
Location								
1. Beaumont	860 Pine Street	63.50	2360 Dollinger	58.75		No Bid		No Bid
2. Port Neches		No Bid		No Bid		No Bid		No Bid
3. Port Arthur		No Bid		No Bid		No Bid		No Bid
4. Other		No Bid		No Bid		No Bid		No Bid
5. Other		No Bid		No Bid		No Bid		No Bid
Hours of Hopper Operation:	Mon-Fri, 7 am - 4 pm							

B. Item 340 TY D - Anti Stripping Agent shall be added if required by design mix	Gulf Coast		LD Construction		Martin Marietta Materials, Inc.		Vulcan Construction Materials LLC	
	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point
Location								
1. Beaumont	860 Pine Street	63.50	2360 Dollinger	58.75		No Bid		No Bid
2. Port Neches		No Bid		No Bid		No Bid		No Bid
3. Port Arthur		No Bid		No Bid		No Bid		No Bid
4. Other		No Bid		No Bid		No Bid		No Bid
5. Other		No Bid		No Bid		No Bid		No Bid
Hours of Hopper Operation:	Mon-Fri, 7 am - 4 pm							

6. Hot Mix Cold Laid Asphaltic Concret Pavement - Hopper Pick-Up

A. Item 334, Type D	Gulf Coast		LD Construction		Martin Marietta Materials, Inc.		Vulcan Construction Materials LLC		
	Location	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point
1. Beaumont	860 Pine Street	73.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2. Port Neches		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3. Port Arthur		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4. Other		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
5. Other		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Hours of Hopper Operation:		Mon-Fri, 7 am - 4 pm							

7. Concrete Structures - Truck Delivery

A. Delivered to Job Site, Jefferson County, price per ton FOB truck shipping point	Gulf Coast	LD Construction	Martin Marietta Materials, Inc.	Vulcan Construction Materials LLC
1. Item 421 Class A	No Bid	No Bid	98.00/cy	No Bid
2. Item 421 Class B	No Bid	No Bid	94.00/cy	No Bid
3. Item 421 Class S	No Bid	No Bid	102.00/cy	No Bid

Gulf Coast, a CRH Company

PO Box 20779
 Beaumont TX 77720
 attn: Rebecca Rutledge
Rebecca.Rutledge@gc-texas.com
 ph: 409-284-2600 or 409-866-1444
 fx: 409-866-1032

Martin Marietta Materials, Inc.

5675 Fannett Road
 Beaumont TX 77705
 attn: Bill Kelley
william.kelley@martinmarietta.com
 ph: 658-7791
 fx: 409-654-3312

LD Construction

148 South Dowlen Road, PHB 694
 Beaumont TX 77707
 attn: Troy Dodson
troy.ldconstruction@gmail.com
 ph: 409-656-4161
 fx: 409-866-4447

Vulcan Construction Materials LLC

PO Box 791550
 San Antonio TX 78279
 attn: Jeff Harris
vulcantxquotes@vmcmail.com
 ph: 210-524-3512
 fx: 210-524-3555

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:

Gulf Coast, a CRH Company
Company Name

For clarification of this offer, contact:

PO Box 20779
Address

REBECCA RUTLEDGE
Name

BEAUMONT Tx 77720
City State Zip

409 284 2600
Phone Fax

Rebecca Rutledge
Signature of Person Authorized to Sign

Rebecca.Rutledge@gc-texas.com
E-mail

REBECCA RUTLEDGE
Printed Name

MATERIALS SALES MANAGER
Title

Bidder Shall Return Completed Form with Offer.

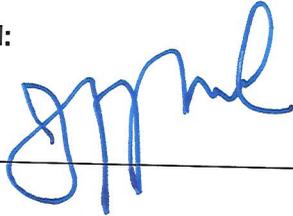
Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-040/YS, Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

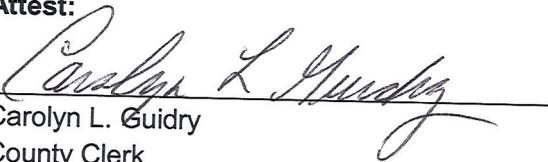
Countersigned:



Jeff R. Branick
County Judge

September 9, 2019
Date

Attest:



Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

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:

LD Construction
Company Name

For clarification of this offer, contact:

148 South Dowlen Rd. P#B694
Address

Troy Dodson
Name

Beaumont TX 77707
City State Zip

409-656-4161 409-866-4147
Phone Fax

Troy Dodson
Signature of Person Authorized to Sign

troy.ldconstruction@gmail.com
E-mail

Troy Dodson
Printed Name

Manager
Title

Bidder Shall Return Completed Form with Offer.

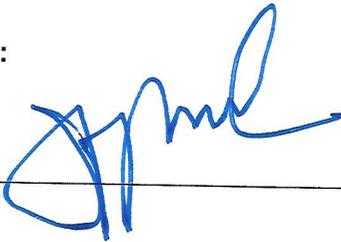
Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-040/YS, Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

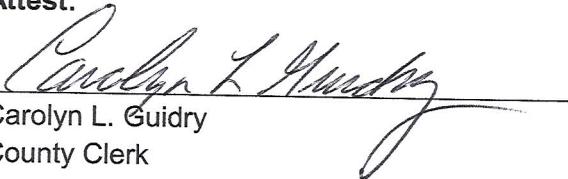
Countersigned:



Jeff R. Branick
County Judge

September 9, 2019
Date

Attest:



Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

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:

Martin Marietta Materials, Inc.

For clarification of this offer, contact:

Company Name

5675 Fannett Road

Bill Kelley

Address

Name

Beaumont, TX 77705

409-658-7791

409-654-3312

City

State

Zip

Phone

Fax



william.kelley@martinmarietta.com

Signature of Person Authorized to Sign

E-mail

Bill Kelley

Printed Name

Sales Representative

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-040/YS, Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

September 9, 2019

Date

Attest:

Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

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:

Vulcan Construction Materials LLC

Company Name

For clarification of this offer, contact:

P.O. Box 791550

Address

Jeff Harris

Name

San Antonio Tx 78279

City State Zip

210-524-3512 210-524-3555

Phone Fax



Signature of Person Authorized to Sign

Vulcantxquotes@vmcmail.com

E-mail

Jeff Harris

Printed Name

Commercial Excellence Director

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 19-040/YS, Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

September 9, 2019

Date

Attest:

Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.



AMENDMENT TO LISTING

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2004

AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

17.97 Acres on Viterbo Road, Beaumont, TX. 77705

"Owner" means the seller or landlord of the above-referenced Property.

Effective May 30, 2019, Owner and Broker amend the above-referenced Listing as follows:

- A. The Listing Price in Paragraph 3 of the Listing is changed to: \$ _____.
- B. The date the Listing ends in Paragraph 4 of the Listing is changed to: May 31, 2020.
- C. Owner instructs Broker to cease marketing the Property on _____ and to resume marketing the Property on: (1) receipt of further instructions from Owner; or (2) _____.

The Listing is not terminated and remains in effect for all other purposes.

- D. Paragraph(s) _____ are changed as follows:

ATTEST
DATE

Cynthia L. Gaudin
9/9/19



Jeff R. Branick

September 9, 2019

KenWheel, Inc, dba Wheeler Commercial
Broker's (Company's) Printed Name 579943 License No.

Seller or Landlord Jeff R. Branick Date

By: *Lee Y. Wheeler, III*
Broker's Associate's Signature 9-4-19 Date
Lee Y. Wheeler, III

Seller or Landlord _____ Date

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: SEPTEMBER 4, 2019

The following budget amendment for the Health & Welfare I is necessary for additional cost for burials.

120-5074-441-5006	Burials	\$30,000
120-5075-441-1002	Assistants & Clerks	\$15,000
120-5075-441-1035	Nurse	\$15,000

**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 Shauburger**
Chief of Corrections
jshauburger@co.jefferson.tx.us

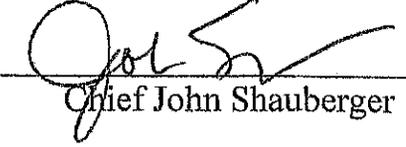
TO: Fran Lee
Jefferson County Auditing Department

FROM: Chief John Shauburger
Jefferson County Sheriff's Department

RE: Transfer

DATE: August 28, 2019

Please transfer \$300,000 from budget account 120-3062-423-20-03 (Employee Insurance) and \$150,000 from budget account 120-3062-423-10-44 (Detention Officers) to budget account 120-3062-423-50-77 (Contractual Services) for medical care of inmates at the Correctional Facility.


Chief John Shauburger

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: SEPTEMBER 3, 2019

The following budget amendment for the Criminal District Court is necessary for replacement of vehicle.

120-2032-412-6007	Capital - Automobiles	\$18,701
120-9999-415-9999	Contingency	\$18,701



PRODUCT PRICING SUMMARY
GOODBUY 17-17 8F000 VEHICLES
VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: JEFFERSON COUNTY

Prepared by: KEN DURBIN

Contact: JOE ZURITA MO # 960-1380

Phone: MO # 409-284-1009

Email: JZURITA@JEFFERSON.CO.TX.US

Email: KDURBIN.COWBOYFLEET@GMA

Product Description 2018 FORD FUSION

Date: September 2, 2019

A. Bid Item: 9 A. Base Price: \$ 17,718.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
P0G	FORD FUSION	\$ -		WHITE GOLD / TAN INT	
1	2.5L I4 GAS ENGINE	\$ -			
				UNIT IN STOCK	

Total of B. Published Options: \$ -

Published Option Discount (5%) \$ -

C. Additional Options [not to exceed 25%] \$= 0.7 %

Options	Bid Price	Options	Bid Price
RADIO SUPPERSION PKG	\$ 125.00		\$ -

Total of C. Unpublished Options: \$ 125.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ 445.75

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ 111.45

F. Contract Price Adjustment: \$ -

G. Additional Delivery Charge: 0 miles \$ -

H. Subtotal: \$ 18,400.20

I. Quantity Ordered 1 x K = \$ 18,400.20

J. Trade in: \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order) \$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 18,700.20

Fran Lee

From: Joe Zurita <jzurita@co.jefferson.tx.us>
Sent: Tuesday, September 3, 2019 9:09 AM
To: Fran Lee
Subject: Vehicle

Good morning. I just wanted to give you a bit of information on criminal courts vehicle. The hybrid battery has failed. The cost of the battery exceeds the value of the vehicle and the vehicle needs replacing. I have included an estimate of the value of the vehicle but if traded in the county may get less than that if traded in. also I've included the value of the battery, this vehicle would require to be sent to the dealership for replacement of the hybrid battery pack which would cost an additional 2500 to 3000 or more in labor. Please advise on a solution. Thank you

*Jose L. Zurita Jr.
Director of Service Center
7789 Viterbo Rd.
Nederland, Tx 77627
409-719-5937*

Philpott Motors



2229 U.S. Highway 69
 Nederland, Texas 77627
 Parts Direct (409) 727-4518 Fax (409) 727-1914
 Toll Free (888) 957-6526
 www.philpotttoyota.com



NO REFUND OR RETURN WITHOUT THIS INVOICE

NO REFUND ON ANY PART, AFTER INSTALLATION. NO RETURN ON ELECTRICAL PARTS. NO REFUND ON CHECK PURCHASES FOR 14 DAYS NO MERCHANDISE NEW OR USED ACCEPTED FOR REFUND AFTER 15 DAYS FROM DATE OF INVOICE. TERMS: NET UPON RECEIPT. ALL BILLS DUE AND PAYABLE IN NEDERLAND, JEFFERSON COUNTY, TEXAS.

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

DATE ENTERED 03 SEP 19	YOUR ORDER NO.	DATE SHIPPED 03 SEP 19	INVOICE DATE	INVOICE NUMBER Q17654
---------------------------	----------------	---------------------------	--------------	--------------------------

****QUOTE****

S
O
L
D

T
O

ACCOUNT NO. P5939

PAGE 1 OF 1

JEFF COUNTY SERVICE CENTER
 1149 PEARL ST
 BEAUMONT, TX 77701-3638

S
H
I
P

T
O

JEFF COUNTY SERVICE CENTER
 1149 PEARL ST
 BEAUMONT, TX 77701-3638

Q17654

SHIP VIA	SLSM.	B/L NO.	TERMS	F.O.B. POINT			
	34846		CHARGE	NEDERLAND TX			
QTY	UNIT	PART NO.	DESCRIPTION	LIST	NET	AMOUNT	
1	1	0	G9510-47031 ✓ CORE EXCHANGE	1950.00	1773.60	1,773.60	
					1350.00	1,350.00	
1	1	0	G92DH-47020X FILTER, HV	15.26	11.00	11.00	
1	1	0	81551-47071X LENS & BOD	206.82	149.21	149.21	
			LENS ASSY WITH HARNESS NO BULBS				
1	1	0	99132-12050 ✓ TAIL LAMP BULB	3.74	2.70	2.70	
			05 PRIUS JTDKB22U653083213 JOE				
**** I N V O I C E Q U O T E - D O N O T P A Y ****							
✓ = In Stock X = Special Order ETA: 3-7 work days							
***** REMEMBER TO VISIT *****						PARTS	3,286.51
***** US ONLINE AT *****						SUBLET	
***** www.philpottmotors.com *****						FREIGHT	0.00
*****						SALES TAX	0.00
*****						TOTAL	3,286.51



PARTS DEPT. HOURS:
 Mon. - Sat.
 7:30 am - 5:30 pm

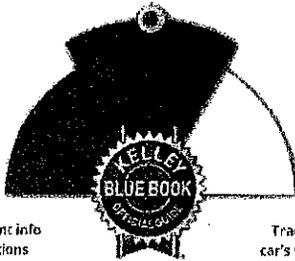
PARTS DIRECT
 Phone
 (409) 727-4518



CUSTOMER'S SIGNATURE
 X

Home > What's My Car Worth > Options & Condition > Hatchback 4D

Trade-In Range
\$1,636 - \$2,503
Trade-in Value
\$2,070



Important info & definitions

Track this car's values

TRADE-IN VALUE

This estimated value helps you confidently negotiate with dealers.

Average Time to Trade-In:



1-7

DAYS

Level of Effort:



Medium

[See Overview of Values](#)

Condition: Fair

Valid for ZIP Code 77705 through 09/03/2019

Overall Consumer Rating 4.7 / 5

★★★★☆ 892 Ratings

[Write a review](#)

Start the Trade-in Process Online

Plus, get a no-obligation quote for your next car.



Your Trade-in:
2005 Toyota Prius Hatchback 4D
[Change vehicle](#)

What Vehicle Are You Shopping For?

Toyota



Prius



77705

[See Local Dealers](#)

Shop for Your Next Car

Browse photos, read reviews, see pricing and more.

New



Make



Model



[Take a Look](#)

More Shopping Tools

presented by TOYOTA



2019 Toyota Prius

- [Learn More](#)
- [View Inventory](#)
- [Build Your Own](#)
- [View Offers](#)
- [Find a Dealer](#)
- [Request a Quote](#)

SPONSORED



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

Charlie Hallmark
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
e-mail
challmark@co.jefferson.tx.us

August 23rd, 2019

To: Fran Lee
From: Charlie Hallmark
RE: Budget Transfer Request

I would like to request a budget transfer in order to purchase a new check signer. The current check signer motor is malfunctioning and is too old to get replacement parts.

Please transfer \$3075.00

From: 120-1017-415.40-52 (Postage) to 120-1017-415.30-84 (Minor Equipment).

I appreciate your assistance in this matter.

Thank You!!

Charlie Hallmark CIO



AUTOMATED BUSINESS SYSTEMS

SERVICE FIRST

Quote Prepared For: *Charlie Hallmark*
Jefferson County Treasurer

Date: August 23, 2019
 Quote #: 082319-2

Quote Prepared By: *Jeff Wilkerson*
Automated Business Systems
jeff@absservices.com

281-541-4140
 www.absservices.com

Quote for New Check Signer

<i>Certex 3200 Electronic Check Signer with Signature Chip</i>	<i>\$2,500.00</i>
<i>Okidata 390 Turbo Printer</i>	<i>\$575.00</i>
<i>90 Day Warranty on all Equipment, Parts, and Labor</i>	<i>\$0.00</i>
<i>Shipping Cost and Delivery to Location</i>	<i>\$0.00</i>
<i>Install, Setup, and Training</i>	<i>\$0.00</i>
<i>Total Cost for Certex 3200 with Okidata 390 Printer</i>	<i>\$3,075.00</i>

Customer is Tax Exempt

Please let me know if you need any further information. I will be happy to help you.

Thank you,

Jeff Wilkerson
Automated Business Systems

Corporate Office
 5300 Hollister, Suite 100

800-374-9271
 www.absservices.com

Branch Offices
 Dallas | Fort Worth

**Budget for Title IV-E
County Legal Services Contract**

Summary			
		County:	Jefferson
		Agency Account ID:	24723895
		Budget Effective Date:	10/1/2019-9/30/2020
Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match
A. Administration			
A.1. Direct Personnel Salaries	\$275,728.15	\$38,097.59	\$237,630.56
A.2. Direct Personnel Fringe Benefits	\$126,786.72	\$19,968.91	\$106,817.81
A.3. Direct Personnel Travel	\$0.00	\$0.00	\$0.00
A.4. Direct Materials and Supplies	\$3,365.00	\$199.24	\$3,165.76
A.5. Direct Equipment	\$16,400.00	\$2,583.00	\$13,817.00
A.6. Direct Other Costs	\$30,595.81	\$4,818.84	\$25,776.97
Total Administration	\$452,875.68	\$65,667.58	\$387,208.10
B. Training			
B.1. Title IV-E Training (75%)	\$19,650.00	\$4,642.31	\$15,007.69
B.2. Title IV-E Fostering Connections Training (75%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00
Total Training	\$19,650.00	\$4,642.31	\$15,007.69
C. Indirect Costs (if applicable)			
Total Indirect Costs	\$0.00	\$0.00	\$0.00
Grand Total	\$472,525.68	\$70,309.89	\$402,215.79
*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year:			31.500%
Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.			
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):			0.000%
<u>Contractor Certification</u>			
Signature		Date	
Jeff Branick, County Judge			
Printed Name & Title			

**Budget for Title IV-E
County Legal Services Contract**

Administration						
A.1. Direct Personnel Salaries						
County:		Jefferson				
Agency Account ID:		24723895				
Budget Effective Date:		10/1/2019-9/30/2020				
Position or Title	A	B	C	D	E	F
	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Chief Assistant District Attorney-King	\$10,899.40	100%	12	\$130,792.80	\$20,599.87	\$110,192.93
Assistant District Attorney-Nelson	\$8,729.51	10%	12	\$10,475.41	\$1,649.88	\$8,825.53
Assistant District Attorney-Ramos	\$5,639.78	50%	12	\$33,838.68	\$0.00	\$33,838.68
Senior Secretary-Jones	\$4,014.45	10%	12	\$4,817.34	\$758.73	\$4,058.61
Senior Secretary-Harrison	\$4,083.06	100%	12	\$48,996.72	\$7,716.98	\$41,279.74
Senior Secretary-Chance	\$3,864.70	10%	12	\$4,637.64	\$730.43	\$3,907.21
Senior Secretary-Albanese	\$3,514.13	100%	12	\$42,169.56	\$6,641.71	\$35,527.85
Total Direct Personnel Salaries				\$275,728.15	\$38,097.59	\$237,630.56

*estimated total cost for Title IV-E related activities

**Budget for Title IV-E
County Legal Services Contract**

Administration			
A.2. Direct Personnel Fringe Benefits			
County:		Jefferson	
Agency Account ID:		24723895	
Budget Effective Date:		10/1/2019-9/30/2020	
Type of Fringe Benefits	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Retirement	\$54,814.76	\$8,633.32	\$46,181.44
FICA	\$17,095.15	\$2,692.49	\$14,402.66
Medicare	\$3,998.06	\$629.69	\$3,368.37
Health Insurance	\$49,477.83	\$7,792.76	\$41,685.07
Life Insurance	\$460.35	\$72.51	\$387.84
Dental Insurance	\$940.57	\$148.14	\$792.43
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Personnel Fringe Benefits	\$126,786.72	\$19,968.91	\$106,817.81

*estimated total cost for Title IV-E related activities

**Budget for Title IV-E
County Legal Services Contract**

Administration			
A.3. Direct Personnel Travel			
		County:	Jefferson
		Agency Account ID:	24723895
		Budget Effective Date:	10/1/2019-9/30/2020
Type of Travel Expense Note: only include travel <u>NOT</u> related to personnel training	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
None anticipated at this time		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Personnel Travel	\$0.00	\$0.00	\$0.00

*estimated total cost for Title IV-E related activities

**Budget for Title IV-E
County Legal Services Contract**

Administration			
A.4. Direct Materials and Supplies			
		County:	Jefferson
		Agency Account ID:	24723895
		Budget Effective Date:	10/1/2019-9/30/2020
Materials and Supplies (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
White Mailing Envelopes	\$1,000.00	\$157.50	\$842.50
Manilla Folders - 8 1/2" X 11" Size	\$15.00	\$2.36	\$12.64
Green 3" Pressboard Folders (90% IV-E Eligible)	\$600.00	\$0.00	\$600.00
Ink Toner Cartridges for Printers (90% IV-E Eligib	\$1,500.00	\$0.00	\$1,500.00
Sharpie Marks-A-Lot Pens	\$40.00	\$6.30	\$33.70
Post-It Tabs	\$150.00	\$23.63	\$126.38
Scotch Tape	\$30.00	\$4.73	\$25.28
Pens	\$30.00	\$4.73	\$25.28
Total Direct Materials and Supplies	\$3,365.00	\$199.24	\$3,165.76

*estimated total cost for Title IV-E related activities

**Budget for Title IV-E
County Legal Services Contract**

Administration A.5. Direct Equipment				
County:		<u>Jefferson</u>		
Agency Account ID:		<u>24723895</u>		
Budget Effective Date:		<u>10/1/2019-9/30/2020</u>		
Equipment (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Computer Laser Jet Printer	Purchase	\$4,800.00	\$756.00	\$4,044.00
Computer Monitor	Purchase	\$1,600.00	\$252.00	\$1,348.00
Computer & Accessories with Softw	Purchase	\$10,000.00	\$1,575.00	\$8,425.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Total Direct Equipment		\$16,400.00	\$2,583.00	\$13,817.00

*estimated total cost for Title IV-E related activities

**Budget for Title IV-E
County Legal Services Contract**

Administration			
A.6. Direct Other Costs			
		County:	Jefferson
		Agency Account ID:	24723895
		Budget Effective Date:	10/1/2019-9/30/2020
Other Costs (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Postage	\$29,945.81	\$4,716.47	\$25,229.34
Software licenses	\$650.00	\$102.38	\$547.63
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Other Costs	\$30,595.81	\$4,818.84	\$25,776.97

*estimated total cost for Title IV-E related activities

**Budget for Title IV-E
County Legal Services Contract**

Budget Narrative

County: Jefferson

Contract Number: 24723895

Budget Effective Date: 10/1/2019-9/30/2020

Clearly describe each expense to be incurred and billed to this contract, including justification for expense. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. <http://www.dfps.s>

A. Administration

A.1. Direct Personnel Salaries

Chief Assistant District Attorney, Randi King: Ms. King is the chief prosecutor in the family law division. She represents the Texas Department of Family and protective services in cases filed in Jefferson County. Ms. King provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. She estimates that approximately 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee. She will certify CPS related time on a monthly basis.

Assistant District Attorney, John Nelson: Mr. Nelson represents the Texas Department of Family and protective services in cases filed in Jefferson County. Mr. Nelson provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. He estimates that approximately 10% of his time is allocable to CPS/Title IV-E activities. He is a full-time salaried employee and will certify CPS related time on a monthly basis.

Assistant District Attorney, Laura Ramos: Ms. Ramos represents the Texas Department of Family and protective services in cases filed in Jefferson County. Ms. Ramos provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. She estimates that approximately 50% of time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

**Budget for Title IV-E
County Legal Services Contract**

Senior Secretary, Beth Jones: Ms. Jones provides clerical assistance to Randi King and Grace Nichols, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 10% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Johanna Harrison: Ms. Harrison provides clerical assistance to Ms. King including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Chelsea Chance: Ms. Chance provides clerical assistance to Ms. King in addition to when Ms. Harrison including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 10% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Brittany Albanese: Ms. Albanese provides clerical assistance to Randi King and Michael Morgan, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

A.2. Direct Personnel Fringe Benefits

Fringe benefits consist of all non-salary items that are paid on behalf of employees by the county. Fringe costs are allocated to each employee in accordance with the percentage of time that each employee is allocated to Title IV-E allowable activities.

These benefits are paid at the rates adopted by the Commissioners' Court of the County and consist of:

- ◆ FICA at 6.20% of gross salary per month (all employees)
- ◆ Medicare at 1.45% of gross salary per month (all employees)
- ◆ Retirement at 19.88% of gross salary per month (all employees)
- ◆ Health insurance (per *pay period):
 - R. King, B. Jones – Family Coverage at \$683.64
 - C. Chance – Employee & Spouse Coverage at \$611.94
 - B. Albanese – Employee & Child Coverage at \$553.42
 - J. Nelson, J. Harrison, L. Ramos - Single Coverage at \$335.24

**Budget for Title IV-E
County Legal Services Contract**

- ◆ Dental insurance at \$9.52 per person per *pay period (all employees)
- ◆ Life insurance (varies according to age and gross salary) per *pay period:
 - o B. Jones – estimated \$3.47
 - o J. Harrison – estimated \$3.47
 - o J. Nelson – estimated \$7.02
 - o R. King – estimated \$7.39
 - o C. Chance – estimated \$3.32
 - o B. Albanese – estimated \$3.03
 - o L. Ramos – estimated \$4.87

If, in any event, staff work less than the estimated percentage of time, actual time worked will be billed to the Title IV-E contract. No other direct or indirect expenditures are contained in this budget.

A.3. Direct Personnel Travel

None anticipated at this time.

A.4. Direct Materials and Supplies

- ◆ Ink toner used for printing of CPS case documents and communications.
- ◆ Folders used to store and file documentation related to CPS cases.
- ◆ White envelopes used to send and receive documentation related to CPS cases.
- ◆ Sharpie Marks-a-Lot pens for case file paperwork and labeling case files.
- ◆ Post-It Tabs for separating documents in case files maintained.
- ◆ Scotch tape.
- ◆ Pens.
- ◆ Manilla File Folders used for filing CPS case documents.

A.5. Direct Equipment

- ◆ Monitor to replace obsolete equipment.
- ◆ Printer to replace obsolete equipment.
- ◆ Computer with Software and Accessories to replace obsolete equipment. Used to prepare documents and send communications regarding CPS cases.

A.6. Direct Other Costs

- ◆ Postage expenses for mailing Title IV-E related case materials and correspondence via United States Postal Service and/or overnight carriers. Estimated average of \$2,000 per month.
- ◆ Software licensing for computer software used to prepare legal documentation for CPS cases.
- ◆ Software licensing for computer anti-virus software used to protect all CPS computers.

B. Training

**Budget for Title IV-E
County Legal Services Contract****B.1. Title IV-E Training (75%)**

Two employees to attend Crimes Against Children conference. Two employees to attend the Texas District and County Attorneys Association Conference (TDCAA) update. One employee to attend the Texas Advanced Family Law Conference. Conference workshops are related to Title IV-E activities and pre-approval is requested from Federal Funds prior to attendance. Travel reimbursement will be made at current rates approved by Commissioners' Court for travel, per diem, and actual cost for lodging, not to exceed current Texas Comptroller rate plus taxes.

B.2. Title IV-E Fostering Connections Training (75%)

None anticipated at this time.

B.3. Non-Title IV-E Training (50%)

None anticipated at this time.

C. Indirect Costs (if applicable)

None anticipated at this time.

**Budget for Title IV-E
County Child Welfare Services Contract**

Summary			
		County:	Jefferson
		Agency Account ID:	24723894
		Budget Effective Date:	10/1/2019-9/30/2020
Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement	Total Anticipated County Match
A. Administration			
A.1. Direct Personnel Salaries	\$0.00	\$0.00	\$0.00
A.2. Direct Personnel Fringe Benefits	\$0.00	\$0.00	\$0.00
A.3. Direct Personnel Travel	\$0.00	\$0.00	\$0.00
A.4. Direct Materials and Supplies	\$1,500.00	\$236.25	\$1,263.75
A.5. Direct Equipment	\$0.00	\$0.00	\$0.00
A.6. Direct Other Costs	\$5,600.00	\$882.00	\$4,718.00
Total Administration	\$7,100.00	\$1,118.25	\$5,981.75
B. Training			
B.1. Title IV-E Training (75%)	\$0.00	\$0.00	\$0.00
B.2. Title IV-E Fostering Connections Training (75%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00
Total Training	\$0.00	\$0.00	\$0.00
C. Supplemental Foster Care Maintenance (SFCM)			
Total SFCM	\$148,000.00	\$86,121.20	\$61,878.80
D. Indirect Costs (if applicable)			
Indirect Cost Base	\$0.00	\$0.00	\$0.00
Grand Total	\$155,100.00	\$87,239.45	\$67,860.55
<p>*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year:</p> <p>Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.</p>			<p>31.500%</p>
<p>* Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year:</p> <p>Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made to contractor.</p>			<p>58.19%</p>
<p>Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):</p> <p align="center"><u>Contractor Certification</u></p>			
<p>Signature</p> <p>Jeff Branick, County Judge</p> <p>Printed Name & Title</p>		<p>Date</p>	

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IV-E_County/default.jsp

**Budget for Title IV-E
County Child Welfare Services Contract**

Administration A.1. Direct Personnel Salaries						
County: Jefferson						
Agency Account ID: 24723894						
Budget Effective Date: 10/1/2019-9/30/2020						
A	B	C	D	E	F	
Position or Title	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
Total Direct Personnel Salaries				\$0.00	\$0.00	\$0.00

* estimated total cost for Title IV-E related activities

**Budget for Title IV-E
County Child Welfare Services Contract**

Administration			
A.2. Direct Personnel Fringe Benefits			
		County:	Jefferson
		Agency Account ID:	24723894
		Budget Effective Date:	10/1/2019-9/30/2020
Type of Fringe Benefits	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Personnel Fringe Benefits	\$0.00	\$0.00	\$0.00

* estimated total cost for Title IV-E related activities

**Budget for Title IV-E
County Child Welfare Services Contract**

Administration			
A.4. Direct Materials and Supplies			
		County:	Jefferson
		Agency Account ID:	24723894
		Budget Effective Date:	10/1/2019-9/30/2020
Materials and Supplies (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Recruitment materials and supplies	\$500.00	\$78.75	\$421.25
Overhead expenses	\$500.00	\$78.75	\$421.25
General office supplies	\$500.00	\$78.75	\$421.25
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Materials and Supplies	\$1,500.00	\$236.25	\$1,263.75

* estimated total cost for Title IV-E related activities

**Budget for Title IV-E
County Child Welfare Services Contract**

Administration A.5. Direct Equipment				
County:		Jefferson		
Agency Account ID:		24723894		
Budget Effective Date:		10/1/2019-9/30/2020		
Equipment (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Total Direct Equipment		\$0.00	\$0.00	\$0.00

* estimated total cost for Title IV-E related activities

Budget for Title IV-E
County Child Welfare Services Contract

Administration			
A.6. Direct Other Costs			
		County:	Jefferson
		Agency Account ID:	24723894
		Budget Effective Date:	10/1/2019-9/30/2020
Other Costs (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Storage room rental	\$3,600.00	\$567.00	\$3,033.00
Citations	\$500.00	\$78.75	\$421.25
Birth certificates	\$500.00	\$78.75	\$421.25
Resources books and publications	\$500.00	\$78.75	\$421.25
Film & Photo Processing & Related Costs	\$500.00	\$78.75	\$421.25
Total Direct Other Costs	\$5,600.00	\$882.00	\$4,718.00

* estimated total cost for Title IV-E related activities

**Budget for Title IV-E
County Child Welfare Services Contract**

C. Supplemental Foster Care Maintenance (SFCM)			
		County:	Jefferson
		Agency Account ID:	24723894
		Budget Effective Date:	10/1/2019-9/30/2020
Other Costs (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated FMAP)	Anticipated County Match
Allowances	\$10,000.00	\$5,819.00	\$4,181.00
Clothing	\$110,000.00	\$64,009.00	\$45,991.00
Daycare	\$1,000.00	\$581.90	\$418.10
Gifts	\$20,000.00	\$11,638.00	\$8,362.00
Graduation Expenses	\$1,500.00	\$872.85	\$627.15
Personal Items	\$3,500.00	\$2,036.65	\$1,463.35
School Supplies	\$1,000.00	\$581.90	\$418.10
Reasonable Child Specific Travel	\$1,000.00	\$581.90	\$418.10
Total Direct Other Costs	\$148,000.00	\$86,121.20	\$61,878.80

* estimated total cost for Title IV-E related activities

**Budget for Title IV-E
County Child Welfare Services Contract**

Budget Narrative

County: Jefferson

Agency Account ID: 24723894

Budget Effective Date: 10/1/2019-9/30/2020

Clearly describe each expense to be incurred and billed to this contract. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.asp

A. Administration

A.1. Direct Personnel Salaries

None

A.2. Direct Personnel Fringe Benefits

None

A.3. Direct Personnel Travel

None

A.4. Direct Materials and Supplies

Includes supplies for recruitment of foster home; public/community awareness expenses related to recruitment of foster homes; office supplies for record keeping and DFPS files; and overhead expenses including, but not limited to, stationery, postage, and banking expenses.

A.5. Direct Equipment

None

A.6. Direct Other Costs

Includes citation by publication, costs of documentation to establish identity (birth certificates); resource books and publications for DFPS eligibility and guidelines; film for documentation and records of DFPS cases; and storage room rental to store supplies for Title IV-E events and children.

B. Training

B.1. Title IV-E Training (75%)

None

B.2. Title IV-E Fostering Connections Training (75%)

None

B.3. Non-Title IV-E Training (50%)

None

C. Supplemental Foster Care Maintenance (SFCM)

Includes allowances, clothing, daycare, gifts, graduation expenses, personal items, school supplies, and reasonable travel provided for the child to visit parents, siblings, relatives, or other caretakers at home or other appropriate location.

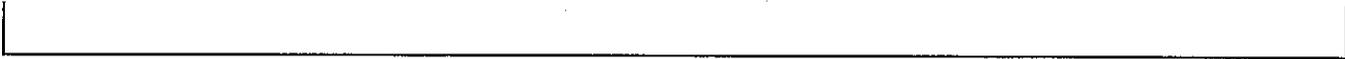
D. Indirect Costs (if applicable)

None

Texas Department of Family
and Protective Services

**Budget for Title IV-E
County Child Welfare Services Contract**

K909-Form 2030CWIVE
July 24, 2018



NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	284.20	462973	
DAWN DONUTS	45.50	463098	
			329.70**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	936.50	462882	
GULF COAST SCREW & SUPPLY	59.15	462919	
M&D SUPPLY	326.67	462935	
MUNRO'S	33.10	462940	
SEABREEZE CULVERT, INC.	595.85	462955	
AT&T	65.92	462959	
TEJAS TRUCK & RV SUPERSTORE	472.00	462970	
KNIFE RIVER	424.00	463047	
ADVANCE AUTO PARTS	209.23	463078	
TRANSIT & LEVEL CLINIC LLC	45.00	463099	
BEARCOM / KAY ELECTRONICS	170.27	463127	
GULF COAST	548.15	463129	
			3,885.84**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	3,160.35	462882	
CERTIFIED LABORATORIES	256.45	462896	
ENTERGY	86.79	462920	
M&D SUPPLY	149.98	462935	
MUNRO'S	60.00	462940	
RITTER @ HOME	102.88	462950	
TACERA	980.00	462971	
LOWE'S HOME CENTERS, INC.	236.89	463018	
TEXAS CONFERENCE OF URBAN COUNTIES	400.00	463020	
BUMPER TO BUMPER	72.72	463032	
MARTIN PRODUCT SALES LLC	24,228.00	463038	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	150.00	463093	
MARTIN MARIETTA MATERIALS	541.50	463095	
GULF COAST	132.05	463129	
			30,557.61**
ROAD & BRIDGE PCT. # 3			
AUDILET TRACTOR SALES	33.60	462890	
BEAUMONT ENTERPRISE	159.90	462909	
FARM & HOME SUPPLY	87.35	462911	
ENTERGY	242.82	462920	
M&D SUPPLY	299.97	462935	
MUNRO'S	23.85	462940	
AT&T	150.82	462960	
TIME WARNER COMMUNICATIONS	118.84	462964	
WEAVER, FALGOUT, & CARRUTH, INC.	270.10	462981	
STRATTON INC.	109.98	462982	
SOUTHERN TIRE MART, LLC	177.95	462986	
DEPARTMENT OF INFORMATION RESOURCES	.02	462995	
MARTIN PRODUCT SALES LLC	730.00	463038	
GULF COAST	6,404.24	463129	
			8,809.44**
ROAD & BRIDGE PCT.#4			
AAA LOCK & SAFE	9.00	462879	
SPIDLE & SPIDLE	3,946.86	462882	
CITY OF BEAUMONT - WATER DEPT.	19.60	462897	
CASH ADVANCE ACCOUNT	102.08	462928	
M&D SUPPLY	103.16	462935	
MUNRO'S	75.61	462940	
SANITARY SUPPLY, INC.	649.50	462953	
UNITED STATES POSTAL SERVICE	23.68	463009	
MODICA BROS. TIRES & WHEELS	509.38	463014	
4IMPRINT, INC.	479.90	463015	
PETROLEUM SOLUTIONS, INC.	222.60	463030	
LANSDOWNE-MOODY CO	1,695.92	463037	
NATALIE ROBERTS	63.95	463054	
IMAGE 360 BEAUMONT	79.16	463115	
O'REILLY AUTO PARTS	82.52	463118	
WC TRACTOR - BEAUMONT	1,491.45	463122	
			9,554.37**
ENGINEERING FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	.50	463009	.50**
PARKS & RECREATION			
ENTERGY	385.56	462920	
M&D SUPPLY	136.44	462935	522.00**
GENERAL FUND			
TAX OFFICE			
ACE IMAGEWEAR	23.55	462958	
DEPARTMENT OF INFORMATION RESOURCES	.16	462995	
UNITED STATES POSTAL SERVICE	651.17	463009	
ROCHESTER ARMORED CAR CO INC	378.40	463065	
NEMO-Q	2,360.00	463082	3,413.28*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	.82	463009	.82*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	7.84	463009	7.84*
COUNTY CLERK			
FED EX	7.75	462913	
OFFICE DEPOT	132.47	462944	
UNITED STATES POSTAL SERVICE	237.64	463009	
THOMSON REUTERS-WEST	155.00	463080	
ENGINEERING INNOVATION	123.39	463103	656.25*
COUNTY JUDGE			
JEFFERSON CTY. YOUNG LAWYER'S ASSOC	25.00	462885	
CASH ADVANCE ACCOUNT	977.81	462928	
JOHN E MACEY ATTORNEY AT LAW PLLC	500.00	462936	
OFFICE DEPOT	232.94	462944	
UNITED STATES POSTAL SERVICE	3.30	463009	
JEFF R BRANICK	131.08	463041	
HARVEY L WARREN III	1,000.00	463062	
JAN GIROUARD & ASSOCIATES LLC	200.00	463101	
JULIANA REYES	500.00	463117	3,570.13*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.32	463009	1.32*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	137.42	463009	137.42*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	79.13	462945	79.13*
PURCHASING DEPARTMENT			
OFFICE DEPOT	149.01	462944	
UNITED STATES POSTAL SERVICE	21.48	463009	170.49*
GENERAL SERVICES			
CITY OF PORT ARTHUR - WATER DEPT.	614.16	462899	
OLMSTED-KIRK PAPER	1,575.00	462945	
TIME WARNER COMMUNICATIONS	285.81	462966	
ADVANCED STAFFING	97.50	462987	
LAMAR UNIVERSITY - DEPT. OF COMM.	12,499.00	462992	
CROWN CASTLE INTERNATIONAL	1,591.26	463026	16,662.73*
DATA PROCESSING			

NAME	AMOUNT	CHECK NO.	TOTAL
CRYSTAL THIERRY	503.44	463043	
MICHAEL BAIN	351.48	463045	
VOTERS REGISTRATION DEPT			854.92*
UNITED STATES POSTAL SERVICE	137.88	463009	
AMG PRINTING & MAILING LLC	1,249.95	463108	
ELECTIONS DEPARTMENT			1,387.83*
DEPARTMENT OF INFORMATION RESOURCES	.05	462995	
INCLUSION SOLUTIONS LLC	7,413.73	463059	
DISTRICT ATTORNEY			7,413.78*
JEFFERSON CTY. BAR ASSOCIATION	3,400.00	462926	
RANDI A. KING	1,408.48	462930	
PATRICK KNAUTH	947.96	462932	
OFFICE DEPOT	567.76	462944	
TEXAS DISTRICT & COUNTY ATTY ASSN.	60.00	462972	
UNITED STATES POSTAL SERVICE	238.88	463009	
SUMMER TANNER	327.60	463042	
KIM PIPKIN	963.96	463084	
SILSBEE FORD INC	54,882.50	463085	
TATIANA ZELEZNIACK	1,882.88	463097	
BERLA CORPORATION	2,200.00	463109	
DISTRICT CLERK			66,880.02*
OFFICE DEPOT	606.59	462944	
UNITED STATES POSTAL SERVICE	343.29	463009	
CRIMINAL DISTRICT COURT			949.88*
TDCJ - CASHIERS OFFICE	3,307.18	462894	
OFFICE DEPOT	250.04	462944	
RENE MULHOLLAND	257.05	462976	
UNITED STATES POSTAL SERVICE	29.61	463009	
58TH DISTRICT COURT			3,843.88*
UNITED STATES POSTAL SERVICE	.82	463009	
136TH DISTRICT COURT			.82*
UNITED STATES POSTAL SERVICE	18.49	463009	
172ND DISTRICT COURT			18.49*
LEXIS-NEXIS	78.00	463010	
252ND DISTRICT COURT			78.00*
JACK LAWRENCE	1,400.00	462883	
THOMAS J. BURBANK PC	2,110.39	462893	
OFFICE DEPOT	230.99	462944	
WENDELL RADFORD	900.00	462949	
KEVIN S. LAINE	1,781.25	462988	
UNITED STATES POSTAL SERVICE	36.12	463009	
279TH DISTRICT COURT			6,458.75*
THOMAS J. BURBANK PC	1,050.00	462893	
LAIRO DOWDEN, JR.	1,025.00	462907	
ANITA F. PROVO	100.00	462948	
RANDY SHELTON	1,317.12	462957	
UNITED STATES POSTAL SERVICE	1.00	463009	
JOEL WEBB VAZQUEZ	100.00	463031	
KIMBERLY PHELAN, P.C.	200.00	463035	
ALICIA K HALL	300.00	463072	
MATUSKA LAW FIRM	650.00	463087	
LAW OFFICE OF J SCOTT FREDERICK	700.00	463092	
LAW OFFICE OF SOLOMON FREIMUTH	300.00	463110	
317TH DISTRICT COURT			5,743.12*

NAME	AMOUNT	CHECK NO.	TOTAL
PHILLIP DOWDEN	325.00	462888	
LAIROD DOWDEN, JR.	325.00	462907	
OFFICE DEPOT	56.02	462944	
ANITA F. PROVO	200.00	462948	
KEVIN PAULA SEKALY PC	325.00	462956	
CHARLES ROJAS	150.00	462993	
LANGSTON ADAMS	325.00	463021	
JOEL WEBB VAZQUEZ	150.00	463031	
ALLEN PARKER	300.00	463061	
JONATHAN L. STOVALL	500.00	463066	
BRITTANIE HOLMES	450.00	463075	
TARA SHELANDER	150.00	463089	
JUSTICE COURT-PCT 1 PL 1			3,256.02*
UNITED STATES POSTAL SERVICE	63.54	463009	
JUSTICE COURT-PCT 1 PL 2			63.54*
OFFICE DEPOT	19.99	462944	
JUSTICE COURT-PCT 4			19.99*
OFFICE DEPOT	75.22	462944	
DEPARTMENT OF INFORMATION RESOURCES	.49	462995	
JUSTICE COURT-PCT 6			75.71*
UNITED STATES POSTAL SERVICE	37.88	463009	
JUSTICE COURT-PCT 7			37.88*
CASH ADVANCE ACCOUNT	410.85	462928	
AT&T	32.96	462959	
DEPARTMENT OF INFORMATION RESOURCES	.18	462995	
COUNTY COURT AT LAW NO.1			443.99*
UNITED STATES POSTAL SERVICE	2.88	463009	
SIERRA SPRING WATER CO. - BT	87.47	463012	
COUNTY COURT AT LAW NO. 2			90.35*
DONALD BOUDREAUX	250.00	462892	
THOMAS J. BURBANK PC	300.00	462893	
OFFICE DEPOT	627.13	462944	
DANIEL CLAYTON	550.00	463013	
THE SAMUEL FIRM, PLLC	300.00	463123	
COUNTY COURT AT LAW NO. 3			2,027.13*
UNITED STATES POSTAL SERVICE	1.91	463009	
COURT MASTER			1.91*
JUDGE LARRY GIST	4,388.86	462916	
MEDIATION CENTER			4,388.86*
UNITED STATES POSTAL SERVICE	2.06	463009	
ALTERNATIVE SCHOOL			2.06*
WARREN EQUIPMENT CO.	26.98	462980	
SHERIFF'S DEPARTMENT			26.98*
AAA LOCK & SAFE	141.50	462879	
SOUTHERN COMPUTER WAREHOUSE	875.94	462889	
EQUINE MEDICINE & SURGERY	197.00	462910	
FED EX	227.08	462913	
HERNANDEZ OFFICE SUPPLY, INC.	10.08	462923	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,450.00	462925	

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	1,211.87	462944	
OVERHEAD DOOR CO.	232.45	462946	
AT&T	278.10	462959	
DEPARTMENT OF INFORMATION RESOURCES	537.45	462995	
VERIZON WIRELESS	3,305.13	463007	
UNITED STATES POSTAL SERVICE	1,796.66	463009	
CLASSIC FORMS AND PRODUCTS	325.95	463024	
AIRPORT GULF TOWING LLC	125.00	463036	
COBAN TECHNOLOGIES INC	2,947.00	463068	
RITA HURT	275.00	463071	
GALLS LLC	503.25	463094	
3L PRINTING COMPANY	75.00	463100	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	250.00	463102	
TND WORKWEAR CO LLC	49.00	463104	
THE MONOGRAM SHOP	90.00	463106	
BEARCOM / KAY ELECTRONICS	400.65	463127	
CRIME LABORATORY			15,304.11*
ABACUS DIAGNOSTIC, INC.	774.00	462886	
COLLABORATIVE TESTING SERVICES	2,510.00	462905	
FED EX	140.04	462913	
FISHER SCIENTIFIC	222.55	462914	
CASH ADVANCE ACCOUNT	369.14	462928	
SWAFS	975.00	462952	
HENRY SCHEIN, INC.	174.36	462954	
VERIZON WIRELESS	75.98	463007	
LOWE'S HOME CENTERS, INC.	8.48	463018	
SPECTRUM LABORATORY PRODUCTS	144.90	463022	
GALLS LLC	335.00	463094	
ANSI-ASQ NAT ACCREDITATION BOARD	1,290.00	463119	
AIRGAS USA, LLC	169.84	463120	
JAIL - NO. 2			7,189.29*
COASTAL WELDING SUPPLY	173.85	462901	
COBURN SUPPLY COMPANY INC	15.60	462902	
JACK BROOKS REGIONAL AIRPORT	1,865.29	462927	
KIRKSEY'S SPRINT PRINTING	24.95	462931	
KOMMERCIAL KITCHENS	43.25	462933	
OFFICE DEPOT	736.10	462944	
SANITARY SUPPLY, INC.	1,984.65	462953	
AT&T	999.10	462961	
WARREN EQUIPMENT CO.	51.30	462980	
DEPARTMENT OF INFORMATION RESOURCES	1.68	462995	
THE PORT AUTHORITY OF NY & NJ	367.18	463027	
PORTER-STRAIT INSTRUMENT CO., INC.	300.00	463034	
WORLD FUEL SERVICES	5,452.98	463060	
INDEPENDENT STATIONERS	195.54	463067	
MATERA PAPER COMPANY INC	5,705.24	463079	
THOMSON REUTERS-WEST	182.00	463080	
KROPP HOLDINGS INC	1,550.63	463083	
24 HR SAFETY LLC	90.00	463088	
ENTERPRISE RENT A CAR COMPANY	179.74	463090	
GALLS LLC	1,667.40	463094	
TRINITY SERVICES GROUP INC	21,977.03	463128	
JUVENILE PROBATION DEPT.			43,563.51*
OFFICE DEPOT	580.88	462944	
UNITED STATES POSTAL SERVICE	13.04	463009	
STABLE-SPIRIT	600.00	463055	
JUVENILE DETENTION HOME			32.16*
EPS	200.00	462908	
FLOWERS FOODS	86.59	463028	
BEN E KEITH FOODS	3,238.83	463029	
CONSTABLE PCT 1			3,525.42*
OFFICE DEPOT	556.19	462944	
UNITED STATES POSTAL SERVICE	46.61	463009	
CONSTABLE-PCT 2			602.80*

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	401.84	462928	
AXON ENTERPRISE INC	232.00	463107	
CONSTABLE-PCT 6			633.84*
UNITED STATES POSTAL SERVICE	9.89	463009	
CONSTABLE PCT. 7			9.89*
COCOMO JOE'S	134.00	462904	
OFFICE DEPOT	210.09	462944	
TND WORKWEAR CO LLC	236.90	463104	
JIM'S FIREARMS & SHOOTERS SUPPLIES	467.95	463126	
CONSTABLE PCT. 8			1,048.94*
OFFICE DEPOT	35.45	462944	
COUNTY MORGUE			35.45*
PROCTOR'S MORTUARY INC	7,650.00	463063	
AGRICULTURE EXTENSION SVC			7,650.00*
OFFICE DEPOT	50.13	462944	
UNITED STATES POSTAL SERVICE	47.90	463009	
HEALTH AND WELFARE NO. 1			98.03*
OFFICE DEPOT	121.18	462944	
UNITED STATES POSTAL SERVICE	64.38	463009	
HEALTH AND WELFARE NO. 2			185.56*
CLAYBAR FUNERAL HOME, INC.	2,080.00	462900	
ENTERGY	65.61	462921	
MUNRO'S	34.50	462940	
AT&T	32.96	462959	
NURSE PRACTITIONER			2,213.07*
SIERRA SPRING WATER CO. - BT	6.00	463011	
CHILD WELFARE UNIT			6.00*
J.C. PENNEY'S	685.61	463016	
SEARS COMMERCIAL CREDIT	489.37	463017	
ENVIRONMENTAL CONTROL			1,174.98*
AT&T	32.96	462959	
DEPARTMENT OF INFORMATION RESOURCES	.23	462995	
INDIGENT MEDICAL SERVICES			33.19*
CARDINAL HEALTH 110 INC	49,366.45	463081	
MAINTENANCE-BEAUMONT			49,366.45*
BINSWANGER GLASS CO.	242.40	462891	
CITY OF BEAUMONT - WATER DEPT.	11,814.64	462897	
W.W. GRAINGER, INC.	38.80	462917	
ENTERGY	5,641.20	462920	
JOHNSON SUPPLY	61.44	462929	
M&D SUPPLY	85.10	462935	
MCCOWN PAINT & SUPPLY OF TEXAS	278.29	462937	
RALPH'S INDUSTRIAL ELECTRONICS	125.28	462951	
SANITARY SUPPLY, INC.	2,393.12	462953	
ACE IMAGEWEAR	184.82	462958	
AT&T	5,745.73	462959	
TIME WARNER COMMUNICATIONS	71.79	462969	
DEPARTMENT OF INFORMATION RESOURCES	818.44	462995	
OTIS ELEVATOR COMPANY	2,808.46	463025	

NAME	AMOUNT	CHECK NO.	TOTAL
FIRETROL PROTECTION SYSTEMS, INC.	4,656.24	463057	
SHERWIN-WILLIAMS	884.10	463058	
REXEL USA INC	274.32	463112	
			36,124.17*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	530.65	462898	
CITY OF PORT ARTHUR - WATER DEPT.	124.70	462899	
COBURN SUPPLY COMPANY INC	138.46	462902	
ALL-PHASE ELECTRIC SUPPLY	128.00	462906	
FAST SIGNS, INC.	45.00	462912	
AT&T	1,420.64	462959	
TIME WARNER COMMUNICATIONS	91.72	462965	
TIME WARNER COMMUNICATIONS	423.13	462968	
DEPARTMENT OF INFORMATION RESOURCES	.26	462995	
PARKER LUMBER	218.93	463064	
NORTHERN TOOL AND EQUIPMENT	806.98	463070	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	569.94	463093	
NELSON WATER GARDEN & NURSERY	245.99	463096	
			4,744.40*
MAINTENANCE-MID COUNTY			
ENTERGY	411.57	462920	
RITTER @ HOME	2.99	462950	
ACE IMAGEWEAR	114.40	462958	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	106.65	463093	
US FLAG AND FLAGPOLE SUPPLY	265.69	463116	
			901.30*
SERVICE CENTER			
SPIDLE & SPIDLE	16,545.52	462882	
MUNRO'S	45.90	462940	
PHILPOTT MOTORS, INC.	1,033.61	462947	
TRAILER HITCH DEPOT	300.00	462994	
JEFFERSON CTY. TAX OFFICE	7.50	462997	
JEFFERSON CTY. TAX OFFICE	16.75	462998	
JEFFERSON CTY. TAX OFFICE	16.75	462999	
JEFFERSON CTY. TAX OFFICE	7.50	463000	
JEFFERSON CTY. TAX OFFICE	7.50	463001	
JEFFERSON CTY. TAX OFFICE	7.50	463002	
JEFFERSON CTY. TAX OFFICE	7.50	463003	
JEFFERSON CTY. TAX OFFICE	7.50	463004	
JEFFERSON CTY. TAX OFFICE	7.50	463005	
JEFFERSON CTY. TAX OFFICE	7.50	463006	
BUMPER TO BUMPER	11.48	463032	
ACTION OVERHEAD DOOR	189.50	463077	
SILSBEE FORD INC	221.19	463085	
			18,440.70*
VETERANS SERVICE			
HILARY GUEST	106.60	463023	
			106.60*
			321,753.18**
MOSQUITO CONTROL FUND			
MUNRO'S	52.73	462940	
UNITED PARCEL SERVICE	13.53	462975	
FASTENAL	238.84	462990	
DEPARTMENT OF INFORMATION RESOURCES	.03	462995	
			305.13**
FEMA EMERGENCY			
VULCAN MATERIALS CO.	36,826.77	462977	
MARTIN PRODUCT SALES LLC	1,046.00	463039	
KNIFE RIVER	644.14	463048	
GULF COAST	2,206.60	463130	
			40,723.51**
LAW LIBRARY FUND			
LEXISNEXIS MATTHEW BENDER	1,167.89	463019	
THOMSON REUTERS-WEST	620.00	463080	
			1,787.89**
JUVENILE PROB & DET. FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
VICTORIA COUNTY JUVENILE SERVICES	6,128.39	463053	
TRUECORE BEHAVIORAL SOLUTIONS LLC	10,062.60	463114	16,190.99**
GRANT A STATE AID			
EDWARD J. COCKRELL	158.35	462903	
CASH ADVANCE ACCOUNT	638.88	462928	
HAYS COUNTY	6,107.00	462985	
HAYS COUNTY JUVENILE CENTER	124.42	463044	
YOUTH ADVOCATE PROGRAM	6,755.00	463050	
VICTORIA COUNTY JUVENILE SERVICES	42.95	463053	
GRAYSON COUNTY DEPT OF JUVENILE	5,190.00	463091	
TRUECORE BEHAVIORAL SOLUTIONS LLC	3,570.60	463114	22,587.20**
COMMUNITY SUPERVISION FND			
TRACY ROBINSON	205.00	462880	
OFFICE DEPOT	872.48	462944	
TDCAA BOOK ORDERS	401.00	462963	
TIME WARNER COMMUNICATIONS	127.76	462967	
DEPARTMENT OF INFORMATION RESOURCES	1.25	462995	
UNITED STATES POSTAL SERVICE	82.59	463009	1,690.08**
JEFF. CO. WOMEN'S CENTER			
CITY OF BEAUMONT - WATER DEPT.	1,566.22	462897	
ENTERGY	1,698.42	462920	
ISI COMMERCIAL REFRIGERATION	696.61	462924	
KIM MCKINNEY, LPC, LMFT	150.00	462938	
BURT WALKER PARTNERS, LTD	4,500.00	462979	
WARREN EQUIPMENT CO.	1,895.00	462980	
PETTY CASH - RESTITUTION I	130.00	462984	
DEPARTMENT OF INFORMATION RESOURCES	.04	462995	
TEXAS FIRE & COMMUNICATIONS	98.35	462996	
SAM'S CLUB DIRECT	437.50	463074	11,172.14**
DWI PRETRIAL DIVERSION			
OFFICE DEPOT	45.20	462944	45.20**
CIVIL PROBATION			
OFFICE DEPOT	34.78	462944	34.78**
DRUG DIVERSION PROGRAM			
OFFICE DEPOT	323.85	462944	323.85**
LAW OFFICER TRAINING GRT			
OFFICE DEPOT	1,604.18	462944	
CDW COMPUTER CENTERS, INC.	54.96	462991	
TEXAS COMMISSION ON LAW ENFORCEMENT	1,200.00	463052	2,859.14**
DRUG INTERVENTION COURT			
HAZELDEN EDUCATIONAL MAT	2,037.65	462922	2,037.65**
DARE CONTRIBUTIONS FUND			
BEST EXPRESSION	357.22	462884	357.22**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	1,002.28	462928	
TEXAS FORENSIC ASSOCIATES	545.00	463105	1,547.28**
HOTEL OCCUPANCY TAX FUND			
C. JOHNNIE-ON-THE-SPOT	120.00	462895	
MUNRO'S	45.57	462940	
ULINE SHIPPING SUPPLY SPECIALI	309.29	462974	
DEPARTMENT OF INFORMATION RESOURCES	.70	462995	

NAME	AMOUNT	CHECK NO.	TOTAL
JOSEPH SEMIEN	15.26	463046	
COUNTY HOME AND RANCH LP	23.16	463069	
COASTAL RESTORATION PRJCT			513.98**
MK CONSTRUCTORS	1,026,240.30	463073	
AIRPORT FUND			1,026,240.30**
AIRPORT LIGHTING COMPANY	1,800.00	462881	
TEEX	1,450.00	462887	
LOUIS' YAZOO SALES & SERVICE, LLC	323.20	462934	
B.C. MILLER ELECTRIC, INC.	17,426.33	462939	
RALPH'S INDUSTRIAL ELECTRONICS	34.99	462951	
WHITE TUCKER COMPANY INC	110.45	462983	
DEPARTMENT OF INFORMATION RESOURCES	.01	462995	
UNITED STATES POSTAL SERVICE	.41	463009	
LOWE'S HOME CENTERS, INC.	98.17	463018	
SE TEX CONSTRUCTION CORPORATION	63,451.16	463040	
CRAWFORD ELECTRIC SUPPLY COMPANY	857.76	463076	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	42.68	463086	
TITAN AVIATION FUELS	41,291.18	463121	
THE HOME DEPOT PRO	351.68	463124	
AGGREKO, LLC	832.43	463125	
BEARCOM / KAY ELECTRONICS	286.58	463127	
SE TX EMP. BENEFIT POOL			128,357.03**
EXPRESS SCRIPTS INC	80,779.40	463111	
WORKER'S COMPENSATION FD			80,779.40**
TRISTAR RISK MANAGEMENT	13,226.51	463033	
SHERIFF'S FORFEITURE FUND			13,226.51**
GREATER PORT ARTHUR	300.00	462918	
VERIZON WIRELESS	75.98	463007	
MARINE DIVISION			375.98**
SPIDLE & SPIDLE	176.99	462882	
COASTAL WELDING SUPPLY	285.43	462901	
GT DISTRIBUTORS, INC.	95.20	462915	
JACK BROOKS REGIONAL AIRPORT	490.88	462927	
SUN COAST RESOURCES, INC.	10,045.52	462962	
DANNY G. WALKER	302.72	462978	
MOTOROLA SOLUTIONS INC	81,158.00	462989	
VERIZON WIRELESS	341.91	463007	
BUMPER TO BUMPER	83.47	463032	
LONGS TRAILER REPAIR	128.20	463049	
THE DINGO GROUP-PETE JORGENSON MARI	3,042.98	463051	
AMERICAN TIRE DISTRIBUTORS	884.64	463056	
THE UPS STORE 5039	73.20	463113	
			97,109.14**
			1,823,677.04***

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	134.25	463217	134.25**
ROAD & BRIDGE PCT.#1			
BASE-SEAL INTERNATIONAL INC	2,981.55	463163	
M&D SUPPLY	33.55	463187	
SOUTHEAST TEXAS WATER	23.00	463204	
TRIANGLE ENGINE DIST.	14.97	463216	
SOUTHERN TIRE MART, LLC	634.00	463228	
KNIFE RIVER	450.24	463264	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
ADVANCE AUTO PARTS	16.24	463285	
ASCO	175.54	463287	
FUNCTION 4 LLC	19.41	463304	
GULF COAST	754.30	463334	
			5,172.80**
ROAD & BRIDGE PCT.#2			
ENTERGY	96.84	463177	
DE LAGE LANDEN PUBLIC FINANCE	90.00	463277	
FUNCTION 4 LLC	24.96	463304	
			211.80**
ROAD & BRIDGE PCT. # 3			
ENTERGY	8.75	463177	
LOUIS' YAZOO SALES & SERVICE, LLC	1,737.80	463186	
MUNRO'S	38.85	463190	
W. JEFFERSON COUNTY M.W.D.	28.78	463221	
WESTEND HARDWARE CO	75.34	463245	
WINDSTREAM	4.99	463262	
MARTIN PRODUCT SALES LLC	194.00	463263	
DRAGO SUPPLY	265.42	463270	
DE LAGE LANDEN PUBLIC FINANCE	140.00	463277	
NORTHERN TOOL AND EQUIPMENT	880.86	463279	
SMITTY'S HAMSHIRE GULF	7.00	463299	
FUNCTION 4 LLC	38.82	463304	
ALL TERRAIN EQUIPMENT CO	7.25	463307	
THE HOME DEPOT PRO	432.78	463326	
			3,860.64**
ROAD & BRIDGE PCT.#4			
ENTERGY	1,145.33	463177	
M&D SUPPLY	53.88	463187	
MUNRO'S	75.61	463190	
OFFICE DEPOT	187.70	463193	
SMART'S TRUCK & TRAILER, INC.	28.85	463203	
W. JEFFERSON COUNTY M.W.D.	70.27	463221	
UNITED STATES POSTAL SERVICE	2.12	463241	
DE LAGE LANDEN PUBLIC FINANCE	229.79	463277	
SAM'S CLUB DIRECT	600.02	463284	
ASCO	1,092.48	463287	
FUNCTION 4 LLC	63.73	463304	
IMAGE 360 BEAUMONT	43.04	463317	
O'REILLY AUTO PARTS	102.44	463318	
WC TRACTOR - BEAUMONT	34.80	463323	
TRUX SERVICE BODY & RIGGING LLC	375.00	463332	
			4,105.06**
ENGINEERING FUND			
DE LAGE LANDEN PUBLIC FINANCE	460.94	463277	
FUNCTION 4 LLC	127.84	463304	
			588.78**
PARKS & RECREATION			
ENTERGY	8.75	463177	
AT&T	29.66	463205	
W. JEFFERSON COUNTY M.W.D.	90.50	463221	
THE HOME DEPOT PRO	3,328.86	463326	
			3,457.77**
GENERAL FUND			
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	110.88	463205	
UNITED STATES POSTAL SERVICE	276.51	463241	
DE LAGE LANDEN PUBLIC FINANCE	370.00	463277	
FUNCTION 4 LLC	102.60	463304	859.99*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	10.51	463241	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	99.92*
AUDITOR'S OFFICE			
OFFICE DEPOT	161.80	463193	
UNITED STATES POSTAL SERVICE	2.45	463241	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	
PATRICIA MOODY	21.69	463314	275.35*
COUNTY CLERK			
OFFICE DEPOT	185.53	463193	
COUNTY & DISTRICT CLERK ASSN. OF TX	200.00	463224	
UNITED STATES POSTAL SERVICE	275.60	463241	
DE LAGE LANDEN PUBLIC FINANCE	1,052.82	463277	
FUNCTION 4 LLC	291.99	463304	2,005.94*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	2.12	463241	
ROCKY LAWDERMILK	350.00	463249	
J.T. HAYNES	500.00	463260	
LINDSAY LAW FIRM, PLLC	500.00	463272	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
JAN GIROUARD & ASSOCIATES LLC	400.00	463297	
FUNCTION 4 LLC	19.41	463304	1,841.53*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	10.04	463241	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	99.45*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	169.08	463241	
DE LAGE LANDEN PUBLIC FINANCE	331.89	463277	
FUNCTION 4 LLC	92.04	463304	593.01*
PRINTING DEPARTMENT			
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	463277	
FUNCTION 4 LLC	333.16	463304	1,533.16*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	1,964.50	463174	
UNITED STATES POSTAL SERVICE	45.56	463241	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	2,099.47*
GENERAL SERVICES			
JEFFERSON CTY. APPRAISAL DISTRICT	217,457.56	463183	
CASH ADVANCE ACCOUNT	80.00	463184	
TIME WARNER COMMUNICATIONS	626.05	463209	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	463213	
TRI-CITY COFFEE SERVICE	21.00	463217	
INTERFACE EAP	1,359.45	463227	
ADVANCED STAFFING	97.50	463229	
VERIZON WIRELESS	303.92	463239	
SPOK INC	3.00	463292	222,648.48*
DATA PROCESSING			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	519.21	463193	
CDW COMPUTER CENTERS, INC.	1,221.13	463232	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
SPOK INC	12.13	463292	
FUNCTION 4 LLC	19.41	463304	1,841.88*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	137.82	463241	
ACCESS IMAGING SOLUTIONS	6,546.00	463267	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	6,773.23*
ELECTIONS DEPARTMENT			
OFFICE DEPOT	404.80	463193	
CDW COMPUTER CENTERS, INC.	153.79	463232	
UNITED STATES POSTAL SERVICE	240.50	463241	
DE LAGE LANDEN PUBLIC FINANCE	271.65	463277	
FUNCTION 4 LLC	75.34	463304	1,146.08*
DISTRICT ATTORNEY			
DELL MARKETING L.P.	1,186.37	463172	
TDCAA BOOK ORDERS	44.00	463207	
TRIANGLE BLUE PRINT CO., INC.	144.00	463214	
UNITED STATES POSTAL SERVICE	236.22	463241	
SHI GOVERNMENT SOLUTIONS, INC.	263.58	463243	
DE LAGE LANDEN PUBLIC FINANCE	480.00	463277	
SILSBEE FORD INC	5,522.32	463289	
FUNCTION 4 LLC	133.11	463304	8,009.60*
DISTRICT CLERK			
OFFICE DEPOT	775.03	463193	
UNITED STATES POSTAL SERVICE	247.86	463241	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
COASTAL BUSINESS FORMS	686.25	463288	
FUNCTION 4 LLC	19.41	463304	1,798.55*
CRIMINAL DISTRICT COURT			
DAVID W BARLOW	4,375.00	463162	
MARSHA NORMAND	8,750.00	463191	
KEVIN S. LAINE	2,437.50	463230	
JOEL WEBB VAZQUEZ	700.00	463255	
DE LAGE LANDEN PUBLIC FINANCE	441.64	463277	
MATUSKA LAW FIRM	600.00	463291	
FUNCTION 4 LLC	122.48	463304	
THE SAMUEL FIRM, PLLC	800.00	463325	
LAW OFFICE OF JOSHUA ZIENTEK PLLC	1,500.00	463327	19,726.62*
58TH DISTRICT COURT			
LEXIS-NEXIS	76.00	463242	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	165.41*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.50	463241	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	89.91*
136TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	89.41*
172ND DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	89.41*
252ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
DAVID W BARLOW	4,375.00	463162	
THOMAS J. BURBANK PC	2,876.54	463165	
MIKE VAN ZANDT	8,750.00	463219	
KEVIN S. LAINE	2,437.50	463230	
UNITED STATES POSTAL SERVICE	36.40	463241	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	
K MICHAEL MAYES	139.20	463329	
279TH DISTRICT COURT			18,704.05*
UNITED STATES POSTAL SERVICE	.41	463241	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	
317TH DISTRICT COURT			89.82*
UNITED STATES POSTAL SERVICE	.50	463241	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	
JUSTICE COURT-PCT 1 PL 1			89.91*
UNITED STATES POSTAL SERVICE	17.40	463241	
DE LAGE LANDEN PUBLIC FINANCE	90.00	463277	
FUNCTION 4 LLC	24.96	463304	
JUSTICE COURT-PCT 1 PL 2			132.36*
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	
JUSTICE COURT-PCT 4			89.41*
DE LAGE LANDEN PUBLIC FINANCE	90.00	463277	
FUNCTION 4 LLC	24.96	463304	
JUSTICE COURT-PCT 6			114.96*
OFFICE DEPOT	333.23	463193	
UNITED STATES POSTAL SERVICE	41.84	463241	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	254.41	463304	
JUSTICE OF PEACE PCT. 8			699.48*
OFFICE DEPOT	630.91	463193	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	
COUNTY COURT AT LAW NO.1			720.32*
UNITED STATES POSTAL SERVICE	4.94	463241	
DE LAGE LANDEN PUBLIC FINANCE	245.92	463277	
FUNCTION 4 LLC	68.20	463304	
COUNTY COURT AT LAW NO. 2			319.06*
DONALD BOUDREAUX	300.00	463164	
UNITED STATES POSTAL SERVICE	5.77	463241	
LANGSTON ADAMS	550.00	463251	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	
BACY LAW PLLC	300.00	463333	
COUNTY COURT AT LAW NO. 3			1,245.18*
JACK LAWRENCE	250.00	463158	
A. MARK FAGGARD	500.00	463175	
MARVA PROVO	250.00	463197	
UNITED STATES POSTAL SERVICE	18.89	463241	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
MATUSKA LAW FIRM	1,500.00	463291	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	19.41	463304	2,608.30*
COURT MASTER			
RICHARD D. HUGHES	2,250.00	463181	2,340.32*
UNITED STATES POSTAL SERVICE	.91	463241	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	
MEDIATION CENTER			
MARKET BASKET	198.13	463188	4,335.94*
UNITED STATES POSTAL SERVICE	4.12	463241	
4IMPRINT, INC.	4,044.28	463244	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	
ALTERNATIVE SCHOOL			
KOMMERCIAL KITCHENS	32.00	463185	1,358.22*
OFFICE DEPOT	914.79	463193	
TRIANGLE COMPUTER & TELEPHONE	139.00	463215	
WHOLESALE ELECTRIC SUPPLY CO.	272.43	463222	
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	280.00	463277	357.64*
FUNCTION 4 LLC	77.64	463304	
SHERIFF'S DEPARTMENT			
AT&T	68.72	463205	2,616.87*
UNITED STATES POSTAL SERVICE	1,465.81	463241	
DE LAGE LANDEN PUBLIC FINANCE	800.00	463277	
FUNCTION 4 LLC	221.84	463304	
RWB TOOLS, LLC	60.50	463324	
CRIME LABORATORY			
DE LAGE LANDEN PUBLIC FINANCE	90.00	463277	572.32*
LABSOURCE	422.36	463296	
FUNCTION 4 LLC	24.96	463304	
STERICYCLE, INC	35.00	463316	
JAIL - NO. 2			
KIMCO SERVICES, INC.	979.00	463159	129,491.44*
ENTERGY	35,689.50	463177	
HARBOR FREIGHT TOOLS	29.99	463179	
CASH ADVANCE ACCOUNT	614.32	463184	
M&D SUPPLY	18.60	463187	
OFFICE DEPOT	363.30	463193	
OVERHEAD DOOR CO.	1,364.90	463194	
SANITARY SUPPLY, INC.	1,555.97	463201	
WHOLESALE ELECTRIC SUPPLY CO.	28.98	463222	
UNITED COMMUNICATIONS, INC.	317.74	463234	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	463277	
CONSTELLATION NEWENERGY - GAS DIVIS	1,090.87	463286	
GALLS LLC	1,434.49	463294	
IMPACT WASTE LLC	360.00	463300	
FUNCTION 4 LLC	354.97	463304	
THE MONOGRAM SHOP	63.00	463305	
TRINITY SERVICES GROUP INC	83,945.81	463331	
JUVENILE PROBATION DEPT.			
LAURIE REEVES	74.24	463173	129,491.44*
G. FRAN HUDGINS	766.00	463180	
OFFICE DEPOT	580.88	463193	
LARONDA TURNER	132.82	463195	
UNITED STATES POSTAL SERVICE	12.11	463241	
SHANNA CITIZEN	124.12	463250	
LYNN BIERHALTER	104.40	463259	

NAME	AMOUNT	CHECK NO.	TOTAL
SHARON STREETMAN	69.60	463261	
DE LAGE LANDEN PUBLIC FINANCE	140.00	463277	
FUNCTION 4 LLC	38.82	463304	
SHERONDA WHEELER	134.56	463309	
EDWIN JAY FRANK	436.16	463313	
JUVENILE DETENTION HOME			2,613.71*
ENTERGY	6,822.07	463177	
AT&T	697.93	463205	
BEN E KEITH FOODS	316.07	463254	
ATTABOY TERMITE & PEST CONTROL	70.00	463268	
DE LAGE LANDEN PUBLIC FINANCE	229.79	463277	
FUNCTION 4 LLC	63.73	463304	
VECTOR SECURITY	1,222.00	463306	
STERICYCLE, INC	35.00	463316	
CONSTABLE PCT 1			9,456.59*
UNITED STATES POSTAL SERVICE	75.73	463241	
DE LAGE LANDEN PUBLIC FINANCE	323.13	463277	
FUNCTION 4 LLC	89.62	463304	
CONSTABLE-PCT 4			488.48*
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	
CONSTABLE-PCT 6			89.41*
UNITED STATES POSTAL SERVICE	18.48	463241	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
GALLS LLC	15.99	463294	
FUNCTION 4 LLC	19.41	463304	
CONSTABLE PCT. 7			123.88*
COCOMO JOE'S	37.50	463169	
OFFICE DEPOT	13.80	463193	
CONSTABLE PCT. 8			51.30*
OFFICE DEPOT	146.34	463193	
DE LAGE LANDEN PUBLIC FINANCE	322.93	463277	
FUNCTION 4 LLC	89.56	463304	
COUNTY MORGUE			558.83*
A1 FILTER SERVICE COMPANY	55.20	463280	
FORENSIC MEDICAL	55,500.00	463322	
AGRICULTURE EXTENSION SVC			55,555.20*
M&D SUPPLY	546.60	463187	
DISTRICT 9 AFCS	150.00	463226	
DE LAGE LANDEN PUBLIC FINANCE	200.00	463277	
DAVID OATES	97.44	463298	
FUNCTION 4 LLC	55.47	463304	
PAULA TACKER	262.46	463311	
TYLER FITZGERALD	266.80	463321	
HEALTH AND WELFARE NO. 1			1,578.77*
CITY OF BEAUMONT	114.34	463161	
CALVARY MORTUARY	1,750.00	463166	
COMMUNITY FUNERAL CHAPEL, INC.	3,000.00	463170	
ENTERGY	126.93	463178	
UNITED STATES POSTAL SERVICE	92.44	463241	
DE LAGE LANDEN PUBLIC FINANCE	372.43	463277	
FUNCTION 4 LLC	103.29	463304	
STERICYCLE, INC	35.00	463316	
COTTON CARGO	189.50	463330	
HEALTH AND WELFARE NO. 2			5,783.93*

NAME	AMOUNT	CHECK NO.	TOTAL
NSO - NURSES SERVICE ORGANIZATION	333.00	463154	
TIME WARNER COMMUNICATIONS	127.76	463210	
MELANCON'S FUNERAL HOME	1,500.00	463273	
DE LAGE LANDEN PUBLIC FINANCE	140.00	463277	
FUNCTION 4 LLC	38.82	463304	2,139.58*
NURSE PRACTITIONER			
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	
STERICYCLE, INC	35.00	463316	124.41*
CHILD WELFARE UNIT			
J.C. PENNEY'S	434.34	463246	
SEARS COMMERCIAL CREDIT	100.00	463247	534.34*
ENVIRONMENTAL CONTROL			
CASH ADVANCE ACCOUNT	776.99	463184	
OFFICE DEPOT	71.25	463193	
DE LAGE LANDEN PUBLIC FINANCE	323.13	463277	
FUNCTION 4 LLC	89.62	463304	1,260.99*
INDIGENT MEDICAL SERVICES			
KING'S PHARMACY BEAUMONT	966.71	463281	
VECTOR SECURITY	360.00	463306	
TDS OPERATING INC	115.38	463312	1,442.09*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	87.50	463153	
LOUIS AND COMPANY	313.43	463155	
CITY OF BEAUMONT - WATER DEPT.	19.78	463167	
CONSOLIDATED ELECTRICAL DIST INC.	680.00	463171	
W.W. GRAINGER, INC.	475.86	463176	
M&D SUPPLY	140.69	463187	
MCCOWN PAINT & SUPPLY OF TEXAS	2,133.47	463189	
OFFICE DEPOT	629.69	463193	
RITTER @ HOME	1,553.20	463199	
RALPH'S INDUSTRIAL ELECTRONICS	319.99	463200	
ACE IMAGEWEAR	212.98	463202	
AT&T	1,071.87	463205	
CENTERPOINT ENERGY RESOURCES CORP	421.89	463257	
FIRETROL PROTECTION SYSTEMS, INC.	380.00	463266	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
AI FILTER SERVICE COMPANY	732.70	463280	
FUNCTION 4 LLC	19.41	463304	
REXEL USA INC	84.88	463310	
MOORE-ALL TEX SUPPLY	30.40	463315	9,377.74*
MAINTENANCE-PORT ARTHUR			
TEXAS GAS SERVICE	301.32	463253	
DE LAGE LANDEN PUBLIC FINANCE	140.00	463277	
FUNCTION 4 LLC	38.82	463304	480.14*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	114.47	463168	
AT&T	720.55	463205	
W. JEFFERSON COUNTY M.W.D.	49.64	463221	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	974.07*
SERVICE CENTER			
ACTION AUTO GLASS	382.13	463156	
SPIDLE & SPIDLE	5,818.66	463157	
J.K. CHEVROLET CO.	1,127.55	463182	
MUNRO'S	45.90	463190	
PHILPOTT MOTORS, INC.	716.56	463196	

NAME	AMOUNT	CHECK NO.	TOTAL
FASTENAL	94.71	463231	
JEFFERSON CTY. TAX OFFICE	7.50	463236	
JEFFERSON CTY. TAX OFFICE	7.50	463237	
JEFFERSON CTY. TAX OFFICE	7.50	463238	
BUMPER TO BUMPER	59.01	463256	
THIRD COAST TINT	400.00	463265	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
MIGHTY OF SOUTHEAST TEXAS	162.29	463278	
PRO CHEM INC	297.27	463283	
ADVANCE AUTO PARTS	3,068.11	463285	
FUNCTION 4 LLC	19.41	463304	12,284.10*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	8.85	463241	
HILARY GUEST	106.60	463252	
DE LAGE LANDEN PUBLIC FINANCE	240.00	463277	
FUNCTION 4 LLC	66.56	463304	422.01*
			543,011.57**
MOSQUITO CONTROL FUND			
MUNRO'S	45.48	463190	
AT&T	32.96	463205	
UNITED PARCEL SERVICE	13.53	463218	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	181.38**
FEMA EMERGENCY			
VULCAN MATERIALS CO.	6,627.92	463220	
MOBILE MODULAR MANAGEMENT CORP	412.70	463319	
GULF COAST	6,933.96	463335	
TEXAS DIVISION OF EMERGENCY MANAGEM	25,227.90	463336	39,202.48**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	89.41**
J.C. FAMILY TREATMENT			
PATRICIA PETERS	1,350.50	463295	1,350.50**
LAW LIBRARY FUND			
LEXIS-NEXIS	401.00	463242	
DE LAGE LANDEN PUBLIC FINANCE	70.00	463277	
FUNCTION 4 LLC	19.41	463304	490.41**
EMPG GRANT			
TIME WARNER COMMUNICATIONS	100.50	463211	100.50**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	68.21	463241	
JCCSC	156.00	463271	
HIGGINBOTHAM INSURANCE AGENCY INC	500.00	463293	
STERICYCLE, INC	175.00	463316	899.21**
JEFF. CO. WOMEN'S CENTER			
M&D SUPPLY	33.69	463187	
OFFICE DEPOT	262.49	463193	
SYSCO FOOD SERVICES, INC.	1,184.68	463206	
TEXAS ASSN. OF COUNTIES - RISK	1,016.00	463212	
BEN E KEITH FOODS	1,158.18	463254	
CENTERPOINT ENERGY RESOURCES CORP	342.38	463257	
DE LAGE LANDEN PUBLIC FINANCE	140.00	463277	
SPOK INC	16.50	463292	
FUNCTION 4 LLC	38.82	463304	
STERICYCLE, INC	35.00	463316	4,227.74**
COMMUNITY CORRECTIONS PRG			

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	90.00	463277	
FUNCTION 4 LLC	24.96	463304	
			114.96**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	80.00	463277	
FUNCTION 4 LLC	22.19	463304	
			102.19**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	1,571.56	463184	
			1,571.56**
J.P. COURTROOM TECH. FUND			
DELL MARKETING L.P.	11,351.20	463172	
			11,351.20**
HOTEL OCCUPANCY TAX FUND			
ALL STAR PLUMBING	1,453.82	463160	
CITY OF BEAUMONT - WATER DEPT.	110.40	463167	
OFFICE DEPOT	186.66	463193	
TIME WARNER COMMUNICATIONS	110.53	463208	
DE LAGE LANDEN PUBLIC FINANCE	315.00	463277	
INDUSTRIAL & COMMERCIAL MECHANICAL	27,573.11	463282	
FUNCTION 4 LLC	87.36	463304	
			29,836.88**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	140.00	463277	
FUNCTION 4 LLC	38.82	463304	
			178.82**
AIRPORT FUND			
SPIDLE & SPIDLE	1,305.54	463157	
CITY OF NEDERLAND	476.66	463168	
CASH ADVANCE ACCOUNT	2,231.84	463184	
BUBBA'S AIR CONDITIONING	75.00	463223	
E. SULLIVAN ADVERTISING & DESIGN	4,138.24	463235	
LOWE'S HOME CENTERS, INC.	63.35	463248	
UNIFIRST HOLDINGS INC	365.12	463269	
DE LAGE LANDEN PUBLIC FINANCE	140.00	463277	
ADVANCE AUTO PARTS	45.99	463285	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	187.38	463290	
FUNCTION 4 LLC	38.82	463304	
TITAN AVIATION FUELS	34,786.40	463320	
			43,854.34**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	56,627.04	463308	
			56,627.04**
SETEC FUND			
PORTER INSULATION LLC	39,000.00	463328	
			39,000.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	7,200.48	463258	
			7,200.48**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	13,712.00	463131	
CLEAT	306.00	463132	
JEFFERSON CTY. TREASURER	13,724.79	463133	
RON STADTMUELLER - CHAPTER 13	307.50	463134	
INTERNAL REVENUE SERVICE	208.00	463135	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,100.00	463136	
JEFFERSON CTY. COMMUNITY SUP.	9,109.66	463137	
JEFFERSON CTY. TREASURER - HEALTH	526,547.68	463138	
JEFFERSON CTY. TREASURER - GENERAL	25.00	463139	
JEFFERSON CTY. TREASURER - PAYROLL	1,708,334.69	463140	
JEFFERSON CTY. TREASURER - PAYROLL	597,056.87	463141	
MONY LIFE INSURANCE OF AMERICA	100.34	463142	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,064.34	463143	

NAME	AMOUNT	CHECK NO.	TOTAL
TGSLC	516.38	463144	
JEFFERSON CTY. TREASURER - TCDRS	648,648.95	463145	
JEFFERSON COUNTY TREASURER	2,676.68	463146	
JEFFERSON COUNTY - TREASURER -	6,888.83	463147	
NECHES FEDERAL CREDIT UNION	40,259.60	463148	
JEFFERSON COUNTY - NATIONWIDE	56,086.85	463149	
JOHN TALTON	1,835.38	463150	
BELINDA M ZURITA	230.77	463151	
INVESCO INVESTMENT SERVICES, INC	1,569.99	463152	
GUARDIANSHIP FEE			3,634,310.30**
ANITA F. PROVO	200.00	463198	
CHARLES ROJAS	200.00	463233	
LINDSAY LAW FIRM, PLLC	200.00	463272	
MARINE DIVISION			600.00**
CITY OF NEDERLAND	20.65	463168	
BROWNELLS, INC.	165.95	463225	
			186.60**
			4,432,018.67***



**JOINT ELECTION AGREEMENT AND
ELECTION SERVICES CONTRACT
BETWEEN JEFFERSON COUNTY
AND City of Bevil Oaks**

This agreement made and entered into, by and between Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and Commissioner's Court, joined herein by the **County Election Officer, Carolyn Guidry, County Clerk, and City of Bevil Oaks** hereinafter referred to as "Political Subdivision", acting herein by and through its Executive Board.

WHEREAS, Political Subdivision is required to conduct an election on **November 5, 2019**;

THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT is made this 8th day of AUGUST, 2019, by and between the Political Subdivision of **City of Bevil Oaks**, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Carolyn Guidry**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its November 5, 2019, Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in this Political Subdivision Election.
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - (a) Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Commissioner's Court to conduct county elections required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners' Court.
 - (b) Arrange for poll worker training through a third party or conduct necessary training. Notify

- all early voting and Election Day officials of the date, time and place thereof.
- (c) Arrange for the use of early voting locations per the attached Exhibit A – Early Voting Locations and Election Day polling locations per the attached Exhibit B – Election Day Vote Centers. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.
- (d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.
- (e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.
- (f) Serve as Early Voting Clerk for this Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.
- (g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.
- (h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.
- (i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.
- (j) Provide information services for voters and election officers.
- (k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.
- (l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the aforementioned for their services and time in accordance with their rate of pay policy.
- (m) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Election Services Contract

Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION. Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Political Subdivision Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute an Election Services Contract Agreement with Jefferson County Clerk for the purpose of election administration. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county located in the Political Subdivision's jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and hours recommended by the Contracting Officer in accordance with the Texas Election Code as listed on **Exhibit A – Early Voting Locations**. Political Subdivision shall adopt the Election Day Vote Center polling locations on the attached **Exhibit B – Election Day Vote Centers** for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the Public Test Notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the change for their election. Educate the voters in Political Subdivision on early voting times and places and Election Day polling locations.

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved.

Political Subdivision must proof and approve all programming work done for the jurisdiction according to the attached **Exhibit C - CALENDAR**

(f) Deliver to Contracting Officer, according to the attached **Exhibit C - CALENDAR**, ballot language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.

(i) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Agreement for all Political Subdivisions. All costs will be assessed according to attached schedule on **Exhibit D - Contract Costs** and a detailed billed will be rendered within 30 days after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

(l) Political Subdivision agrees to enter into a Joint Election Agreement with any other political subdivision in Jefferson County which enters into an Election Services Contract with Contracting Officer and which holds an election on **November 5, 2019**.

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

(a) Costs for early voting, election day, equipment delivery, supplies and mail ballots, including payroll and equipment leasing, will be shared proportionally between all political subdivisions which enter into a joint election agreement with County according to the number of voting precincts within each political subdivision. Equipment leasing costs are listed on **Exhibit D - Contract Costs**.

- (b) Costs for ballot programming will be paid by each political subdivision for the number of election contests each has on the ballot according to costs as listed on Exhibit D - Contract Costs.

5. GENERAL CONDITIONS.

- (a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the CALENDAR without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the CALENDAR is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to conduct federal, state, county elections and/or other contracted elections.
- (b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.
- (c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.
- (d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.
- (e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.
- (f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10th day from receipt of the fully executed contract by Contracting Officer.
- (g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, entity shall make such arrangements separate from this Agreement.
- (h) In the event that the performance by Contracting Officer of any of its obligations hereunder

shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by 60th day before Election Day. If Political Subdivision's election is cancelled after deadline, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

6. DISPUTE RESOLUTION PROCEDURE

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180th day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

7. ENTIRE AGREEMENT/AMENDMENT

This Agreement constitutes the entire agreement between City of Bevil Oaks and Contracting Officer. This Agreement may be amended only in writing and signed by the parties.

8. NOTICES

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

City of Bevil Oaks: Becky Ford
13560 River Oaks Blvd
Beaumont, TX 77713

JEFFERSON COUNTY: Carolyn L. Guidry, County Clerk
P. O. Box 1151
Beaumont, TX 77704

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 8th day of AUGUST, 2019_____.

City of Bevil Oaks (seal)

By: Leberca M. "Becky" Ford
Name: Becky Ford
Title: Mayor

Attest: _____

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 9th day of September, 2019_____.

Jefferson County, Texas
By: [Signature]
Name: Jeff Branick
Title: County Judge



By: Carolyn L. Guidry
Name: Carolyn L. Guidry
Title: County Clerk

Attest: [Signature]

EXHIBIT A

NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR November 5, 2019,
GENERAL AND JOINT ELECTIONS
(Aviso de locales y horario para elecciones adelantadas de Noviembre 5, 2019 Elecciones
Generales y Conjunta)

Early Voting by personal appearance will be conducted each weekday at:
 (La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

EARLY VOTING LOCATIONS:

(Localizaciones de Votacion Adelantada):

Beaumont Courthouse-Main location	1001 Pearl St., Beaumont, Texas
Port Arthur Sub-Courthouse	525 Lakeshore Dr., Port Arthur, Texas
Rogers Park Recreation Center	6540 Gladys, Beaumont, Texas
Port Arthur Public Librar	4615 Ninth Ave, Port Arthur, Texas
Theodore Johns Library	4255 Fannett Rd., Beaumont, Texas
John Paul Davis Community Center	3580 E Lucas, Beaumont, Texas
Marion & Ed Hughes Public Library	2715 Nederland Ave., Nederland, Texas
Groves Recreation Center	6150 39th Street, Groves, Texas
Effie & Wilton Hebert Library	2025 Merriman St., Port Neches, Texas
Jefferson Co. J.P. Pct 4 Bldg (Judge Chesson's Courtroom)	19217 FM 365, Beaumont, Texas
Precinct One Service Center	20205 W. Hwy. 90, China, Texas

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones):

October 21 - 25 (<i>Octubre 21 - 25</i>)	Monday - Friday (<i>Lunes - Viernes</i>)	8:00 a.m. - 5:00 p.m.
October 26 (<i>Octubre 26</i>)	Saturday (<i>Sábado</i>)	7:00 a.m. - 7:00 p.m.
October 28 - November 1 (<i>Octubre 28- Noviembre 1</i>)	Monday - Friday (<i>Lunes - Viernes</i>)	7:00 a.m. - 7:00 p.m.

Comm. Pct	Polling Location	Location Address	Location City & Zip Code
1--1	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
1--2	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
1--3	Bevil Oaks City Hall	13560 River Oaks Blvd.	Bevil Oaks, TX 77713
1--4	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
1--5	Maxson Memorial Church of God in Christ**	7920 N. Major Drive	Beaumont, TX 77713
1--6	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
1--7	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
1--8	Precinct 1 Service Center	20205 W. Hwy. 90	Beaumont, TX 77713
1--9	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
1--10	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
2--1	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
2--2	Central Gardens Fire Station**	2026 Spurlock Rd.	Nederland, TX 77627
2--3	Groves Public Library **	5600 West Washington	Groves, TX 77619
2--4	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
2--5	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
2--6	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
2--7	LaBelle-Fannett VFD	12880 FM 365	Beaumont, TX 77705
2--8	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
2--9	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
2--10	Groves Activity Building **	6150 39th Street.	Groves, TX 77619
3--1	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
3--3	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
3--4	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
3--5	O W COLLINS RETIREMENT CTR	4440 GULFWAY DR.	Port Arthur, TX 77642
3--6	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX 77642
3--7	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642
3--8	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
3--9	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
3--10	Sam Houston Elementary	3245 36 th Street	Port Arthur, TX 77642
4--1	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
4--2	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
4--3	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703
4--4	Hamshire-Fannett High School	12702 2nd St.	Hamshire, TX 77622
4--5	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
4--6	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
4--7	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
4--8	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
4--9	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
4--10	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705

EXHIBIT B - ELECTION DAY VOTE CENTERS

EXHIBIT C
CALENDAR

The Political Subdivision agrees that timing is critical, and lack of adherence to this CALENDAR without prior agreement of Contracting Officer may result in additional charges or cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Contract.

School Districts must adhere to all deadlines, even if on Spring Break.

Please refer to the Texas Secretary of State's website for a complete calendar of events including citations to the Texas Election Code and for information specific to entity type. Confer with your attorney on any statutes that govern your entity. Please comply with all orders, postings and notices as required for your Political Subdivision. Contracting Officer will provide the publication of one Notice of Public Test in English and Spanish.

SEPTEMBER 1, 2019

Prior to September 1, 2019, each Political Subdivision is responsible for validating with the Voter Registrar that the boundaries for their voting precincts are correct and supplying the Contracting Officer with a map of such boundaries.

68th day before Election Day

Recommended date to conduct ballot position drawing.

Notice of ballot position drawing must be posted for 72 hours immediately preceding time of drawing.

****Please schedule ballot drawing as soon as possible and email the BALLOT FORMAT AND ORDER OF CANDIDATES ON BALLOT to Contracting Officer at guidry@co.jefferson.tx.us.****

60th day before Election Day

Last day for the governing body of a political subdivision to deliver notice of the election to the county clerk/elections administrator and voter registrar of each county in which the political subdivision is wholly or partly located. (Sec. 4.008).

Deadline to notify Contracting Officer via email of the following items:

- whether or not Political Subdivision has a **contested election**.
- **candidate names**, including **write-in candidates**.
- any **candidate withdrawals** or **election cancellation**.
- **order of candidates on ballot**. (We prefer to receive it sooner if it is available.)
- **Spanish translations** of all ballot titles, contests, and ballot language.
- **phonetic pronunciations** of all candidate names which will be used for the ballot audio recording.

60th day before Election Day - Continued

Deadline to **cancel election** and incur **no fees** under the Election Services Agreement.

Deadline to receive executed **Election Services Agreement** by mail, personal delivery, or email.

Deadline to receive copy of **Order of Election**.

Contracting Officer contact information:

Email: guidry@co.jefferson.tx.us

Mail: P. O. Box 1151, Beaumont, TX 77704-1151

Hand Delivery: 1085 Pearl Street, First Floor, Beaumont, Texas 77701

If additional time is needed because of meeting schedules, please notify us.

****Deadlines for ballot proofing and ballot approval will be emailed with ballot proofs. The parties must adhere to deadlines of 24 hour turnaround time, even if they occur during Spring Break, in order for our office to meet the State and Federal deadlines to mail military and overseas ballots.****

45th day before Election Day

Deadline to mail ballots to military or overseas voters who submitted their ballot request via a federal postcard application (FPCA) or via a standard application for ballot by mail and indicated that they are outside the United States. Ballots must be mailed by this date or the 7th day after the clerk receives the application. If the early voting clerk cannot meet this 45th-day deadline, the clerk must notify the Secretary of State within 24 hours. (Sec. 86.004(b)).

30th day before Election Day

Last day to register to vote or make a change of address effective for the election. (Secs. 13.143, 15.025).

First day of period during which notice of election must be published if the method of giving notice is **not** specified by a law outside the Election Code, and **publication** is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

21st day before Election Day

Last day to post notice of election on bulletin board used for posting notices of meetings of governing body. (Sec. 4.003(b)). A Record of Posting Notice of Election (PDF) should be completed at the time of posting. (Sec. 4.005).

15th day before Election Day

First day to vote early in person. (Sec. 85.001(a)).

NOTE - Political Subdivisions Other than Cities and Counties: Early voting in person must be conducted at least eight (8) hours each weekday that is not a legal state holiday unless the political subdivision has fewer than 1,000 registered voters, in which case early voting in person must be conducted at least three (3) hours per day. (Sec. 85.005(b)).

NOTE - Cities and counties: Early voting in person must be conducted on the weekdays of the early voting period and during the hours that the county clerk's or city secretary's main business office is regularly open for business. (Sec. 85.005(a)). However, because cities and counties must have office hours for election-related business at least three (3) hours every business day for this type of election, we harmonize these requirements with the result that, if a city or county is not regularly open for business on one or more weekdays, on those "closed" days, a city or county must conduct early voting for at least three (3) hours a day at the main early voting location (except for a city's two 12-hour days, when it must be open for the full 12 hours).

NOTE - Cities: Cities must choose two (2) weekdays for the main early voting polling place location to be open for 12 hours during the regular early voting period. City council must choose the two weekdays. (Sec. 85.005(d)).

NOTE - Independent School Districts: Despite the change in state law that allows an ISD to be closed on school holidays during the mandatory office hours period, you are **required** to be open during the entire early voting period, except on legal state and national holidays.

NOTE - Joint Elections: If entities are conducting early voting by personal appearance jointly, we *recommend* a unified schedule covering all requirements; i.e., no entity's requirements should be neglected or subtracted as a result of a joint agreement.

10th day before Election Day

Last day of period during which notice of election must be published if method of giving notice is not specified by a law outside the Election Code and publication is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by a commissioners court or by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

Last day to mail a copy of the notice of election to each registered voter in the county if method of giving notice is not specified by a law outside the Election Code and this method of giving notice is selected. (Secs. 1.006, 4.003(a)(3)).

Cities and Counties – Weekend Early Voting Hours - Notice Requirement: Last day to post notice on bulletin board used for posting notice of city council or commissioners court, if early voting will be conducted on Saturday (Sec. 85.007). Notice must be posted at least 72 hours before early voting begins on a Saturday or Sunday. Notice must also be posted to the political subdivision's website, if one is maintained.

NOTE - NEW LAW: Section 85.007, as amended by House Bill 2721 (2015), requires that the election notice, which includes the days and hours of early voting be posted on the political subdivision's website, if the political subdivision maintains a website.

4th day before Election Day

Last day to vote early by personal appearance. (Sec. 85.001(a)).

Election Day

Polls open 7:00 A.M. – 7:00 P.M.

30 days from date of final invoice

Pay balance due for election services. Please make checks payable to:

Jefferson County Treasurer
P O Box 1151,
Beaumont, Texas 77704-1151

EXHIBIT D
CONTRACT COSTS

Voting Equipment	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00
Communication Devices	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00
Mandatory Signs	
Large A-Frame (ID Required)	\$10.00
Large A-Frame (Notices)	\$10.00
PROGRAMMING	COUNTY COST
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00
BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06
SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16



JOINT ELECTION AGREEMENT AND
ELECTION SERVICES CONTRACT
BETWEEN JEFFERSON COUNTY
AND EMERGENCY SERVICE DISTRICT 3

This agreement made and entered into, by and between Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and Commissioner's Court, joined herein by the **County Election Officer, Carolyn Guidry, County Clerk, and EMERGENCY SERVICE DISTRICT 3** hereinafter referred to as "Political Subdivision", acting herein by and through its Executive Board.

WHEREAS, Political Subdivision is required to conduct an election on **November 5, 2019**;

THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT is made this 9th day of September, 2019, by and between the Political Subdivision of **EMERGENCY SERVICE DISTRICT 3**, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Carolyn Guidry**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its November 5, 2019, Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in this Political Subdivision Election.
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Commissioner's Court to conduct county elections required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners' Court.

(b) Arrange for poll worker training through a third party or conduct necessary training. Notify all early voting and Election Day officials of the date, time and place thereof.

(c) Arrange for the use of early voting locations per the attached Exhibit A – Early Voting Locations and Election Day polling locations per the attached Exhibit B – Election Day Vote Centers. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.

(d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.

(e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for this Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.

(g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.

(h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.

(i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.

(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

(l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the Election Services Contract

aforementioned for their services and time in accordance with their rate of pay policy.

(m) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION. Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Political Subdivision Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute an Election Services Contract Agreement with Jefferson County Clerk for the purpose of election administration. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county located in the Political Subdivision's jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and hours recommended by the Contracting Officer in accordance with the Texas Election Code as listed on Exhibit A – Early Voting Locations. Political Subdivision shall adopt the Election Day Vote Center polling locations on the attached Exhibit B – Election Day Vote Centers for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the Public Test Notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the change for their election. Educate the voters in Political Subdivision on early voting times and places and Election Day polling locations.

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and Election Services Contract

programming of the ballot begins. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the attached **Exhibit C- CALENDAR**

(f) Deliver to Contracting Officer, according to the attached **Exhibit C - CALENDAR**, ballot language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.

(i) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Agreement for all Political Subdivisions. All costs will be assessed according to attached schedule on **Exhibit D – Contract Costs** and a detailed billed will be rendered within 30 days after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

(l) Political Subdivision agrees to enter into a Joint Election Agreement with any other political subdivision in Jefferson County which enters into an Election Services Contract with Contracting Officer and which holds an election on **November 5, 2019**.

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

(a) Costs for early voting, election day, equipment delivery, supplies and mail ballots, including payroll and equipment leasing, will be shared proportionally between all political subdivisions which enter into a joint election agreement with County according

to the number of voting precincts within each political subdivision. Equipment leasing costs are listed on Exhibit D – Contract Costs.

- (b) Costs for ballot programming will be paid by each political subdivision for the number of election contests each has on the ballot according to costs as listed on Exhibit D - Contract Costs.

5. GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the CALENDAR without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the CALENDAR is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to conduct federal, state, county elections and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10th day from receipt of the fully executed contract by Contracting Officer.

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, entity shall make such

arrangements separate from this Agreement.

(h) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by 60th day before Election Day. If Political Subdivision's election is cancelled after deadline, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

6. DISPUTE RESOLUTION PROCEDURE

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180th day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

7. ENTIRE AGREEMENT/AMENDMENT

This Agreement constitutes the entire agreement between EMERGENCY SERVICE DISTRICT 3 and Contracting Officer. This Agreement may be amended only in writing and signed by the parties.

8. NOTICES

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

EMERGENCY SERVICE DISTRICT 3: Terrence Simon
P.O. Box 697,
China, TX 77613

JEFFERSON COUNTY: Carolyn L. Guidry, County Clerk
P. O. Box 1151
Beaumont, TX 77704

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 12th day of August, 2019.

EMERGENCY SERVICE DISTRICT 3

(seal)

By: *Terrence Simon*
Name: Terrence Simon
Title: President

Attest: *Roy Mowell*
Roy Mowell, Secretary

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 9th day of SEPTEMBER, 2019.

Jefferson County, Texas

By: *Jeff Branick*
Name: Jeff Branick
Title: County Judge



(seal)

By: *Carolyn L. Guidry*
Name: Carolyn L. Guidry
Title: County Clerk
Election Services Contract
Last Updated: 6/17/2019

Attest: *Carolyn L. Guidry*

EXHIBIT A

NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR *November 5, 2019,*
GENERAL AND JOINT ELECTIONS
(Aviso de locales y horario para elecciones adelantadas de Noviembre 5, 2019 Elecciones
Generales y Conjunta)

Early Voting by personal appearance will be conducted each weekday at:
 (La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

EARLY VOTING LOCATIONS:

(Localizaciones de Votacion Adelantada):

Beaumont Courthouse-Main location	1001 Pearl St., Beaumont, Texas
Port Arthur Sub-Courthouse	525 Lakeshore Dr., Port Arthur, Texas
Rogers Park Recreation Center	6540 Gladys, Beaumont, Texas
Port Arthur Public Library	4615 Ninth Ave, Port Arthur, Texas
Theodore Johns Library	4255 Fannett Rd., Beaumont, Texas
John Paul Davis Community Center	3580 E Lucas, Beaumont, Texas
Marion & Ed Hughes Public Library	2715 Nederland Ave., Nederland, Texas
Groves Recreation Center	6150 39 th Street, Groves, Texas
Effie & Wilton Hebert Library	2025 Merriman St., Port Neches, Texas
Jefferson Co. J.P. Pct 4 Bldg (Judge Chesson's Courtroom)	19217 FM 365, Beaumont, Texas
Precinct One Service Center	20205 W. Hwy. 90, China, Texas

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones):

October 21 - 25 (<i>Octubre 21 - 25</i>)	Monday - Friday (<i>Lunes -Viernes</i>)	8:00 a.m. - 5:00 p.m.
October 26 (<i>Octubre 26</i>)	Saturday (<i>Sábado</i>)	7:00 a.m. - 7:00 p.m.
October 27 (<i>Octubre 27</i>)	Sunday (<i>Domingo</i>)	12:00 p.m. - 5:00 p.m.
October 28 – November 1 (<i>Octubre 28- Noviembre 1</i>)	Monday – Friday (<i>Lunes – Viernes</i>)	7:00 a.m. - 7:00 p.m.

Precincts Voting at Location (Precintos de votación en el Localización)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	City, State, Zip code (Ciudad, Estado, Código postal)
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks City Hall	13560 River Oaks Blvd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	Maxson Memorial Church of God in Christ**	7920 N. Major Drive	Beaumont, TX 77713
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station	2026 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library	5600 West Washington	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77705
ALL (todos)	Jefferson County ESD #4	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
ALL (todos)	O W Collins Retirement Center	4440 Gulfway Dr.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Library**	4615 9th Ave	Port Arthur, TX 77642
ALL (todos)	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Sam Houston Elementary	3245 36th St	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703
ALL (todos)	Hamshire-Fannett High School	12702 2nd St	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1085 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705
	**Location Change		

CALENDAR

The Political Subdivision agrees that timing is critical, and lack of adherence to this CALENDAR without prior agreement of Contracting Officer may result in additional charges or cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Contract.

School Districts must adhere to all deadlines, even if on Spring Break.

Please refer to the Texas Secretary of State's website for a complete calendar of events including citations to the Texas Election Code and for information specific to entity type. Confer with your attorney on any statutes that govern your entity. Please comply with all orders, postings and notices as required for your Political Subdivision. Contracting Officer will provide the publication of one Notice of Public Test in English and Spanish.

SEPTEMBER 1, 2019

Prior to September 1, 2019, each Political Subdivision is responsible for validating with the Voter Registrar that the boundaries for their voting precincts are correct and supplying the Contracting Officer with a map of such boundaries.

68th day before Election Day

Recommended date to conduct ballot position drawing.

Notice of ballot position drawing must be posted for 72 hours immediately preceding time of drawing.

****Please schedule ballot drawing as soon as possible and email the BALLOT FORMAT AND ORDER OF CANDIDATES ON BALLOT to Contracting Officer at guidry@co.jefferson.tx.us.****

60th day before Election Day

Last day for the governing body of a political subdivision to deliver notice of the election to the county clerk/elections administrator and voter registrar of each county in which the political subdivision is wholly or partly located. (Sec. 4.008).

Deadline to notify Contracting Officer via email of the following items:

- whether or not Political Subdivision has a **contested election**.
- **candidate names**, including **write-in candidates**.
- any **candidate withdrawals** or **election cancellation**.
- **order of candidates on ballot**. (We prefer to receive it sooner if it is available.)
- **Spanish translations** of all ballot titles, contests, and ballot language.
- **phonetic pronunciations** of all candidate names which will be used for the ballot audio recording.

60th day before Election Day - Continued

Deadline to **cancel election** and incur **no fees** under the Election Services Agreement.

Deadline to receive executed **Election Services Agreement** by mail, personal delivery, or email.

Deadline to receive copy of **Order of Election**.

Contracting Officer contact information:	
Email:	guidrv@co.jefferson.tx.us
Mail:	P. O. Box 1151, Beaumont, TX 77704-1151
Hand Delivery:	1085 Pearl Street, First Floor, Beaumont, Texas 77701

If additional time is needed because of meeting schedules, please notify us.

****Deadlines for ballot proofing and ballot approval will be emailed with ballot proofs. The parties must adhere to deadlines of 24 hour turnaround time, even if they occur during Spring Break, in order for our office to meet the State and Federal deadlines to mail military and overseas ballots.****

45th day before Election Day

Deadline to mail ballots to military or overseas voters who submitted their ballot request via a federal postcard application (FPCA) or via a standard application for ballot by mail and indicated that they are outside the United States. Ballots must be mailed by this date or the 7th day after the clerk receives the application. If the early voting clerk cannot meet this 45th-day deadline, the clerk must notify the Secretary of State within 24 hours. (Sec. 86.004(b)).

30th day before Election Day

Last day to register to vote or make a change of address effective for the election. (Secs. 13.143, 15.025).

First day of period during which notice of election must be published if the method of giving notice is **not** specified by a law outside the Election Code, and **publication** is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

21st day before Election Day

Last day to post notice of election on bulletin board used for posting notices of meetings of governing body. (Sec. 4.003(b)). A [Record of Posting Notice of Election \(PDF\)](#) should be completed at the time of posting. (Sec. 4.005).

15th day before Election Day

First day to vote early in person. (Sec. 85.001(a)).

NOTE - Political Subdivisions Other than Cities and Counties: Early voting in person must be conducted at least eight (8) hours each weekday that is not a legal state holiday unless the political subdivision has fewer than 1,000 registered voters, in which case early voting in person must be conducted at least three (3) hours per day. (Sec. 85.005(b)).

NOTE – Cities and counties: Early voting in person must be conducted on the weekdays of the early voting period and during the hours that the county clerk’s or city secretary’s main business office is regularly open for business. (Sec. 85.005(a)). However, because cities and counties must have office hours for election-related business at least three (3) hours every business day for this type of election, we harmonize these requirements with the result that, if a city or county is not regularly open for business on one or more weekdays, on those “closed” days, a city or county must conduct early voting for at least three (3) hours a day at the main early voting location (except for a city’s two 12-hour days, when it must be open for the full 12 hours).

NOTE - Cities: Cities must choose two (2) weekdays for the main early voting polling place location to be open for 12 hours during the regular early voting period. City council must choose the two weekdays. (Sec. 85.005(d)).

NOTE - Independent School Districts: Despite the change in state law that allows an ISD to be closed on school holidays during the mandatory office hours period, you are **required** to be open during the entire early voting period, except on legal state and national holidays.

NOTE - Joint Elections: If entities are conducting early voting by personal appearance jointly, we *recommend* a unified schedule covering all requirements; i.e., no entity’s requirements should be neglected or subtracted as a result of a joint agreement.

10th day before Election Day

Last day of period during which notice of election must be published if method of giving notice is not specified by a law outside the Election Code and publication is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by a commissioners court or by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

Last day to mail a copy of the notice of election to each registered voter in the county if method of giving notice is not specified by a law outside the Election Code and this method of giving notice is selected. (Secs. 1.006, 4.003(a)(3)).

Cities and Counties – Weekend Early Voting Hours - Notice Requirement: Last day to post notice on bulletin board used for posting notice of city council or commissioners court, if early voting will be conducted on Saturday (Sec. 85.007). Notice must be posted at least 72 hours before early voting begins on a Saturday or Sunday. Notice must also be posted to the political subdivision’s website, if one is maintained.

NOTE - NEW LAW: Section 85.007, as amended by House Bill 2721 (2015), requires that the election notice, which includes the days and hours of early voting be posted on the political subdivision’s website, if the political subdivision maintains a website.

4th day before Election Day

Last day to vote early by personal appearance. (Sec. 85.001(a)).

Election Day

Polls open 7:00 A.M. – 7:00 P.M.

30 days from date of final invoice

Pay balance due for election services. Please make checks payable to:

Jefferson County Treasurer
P O Box 1151,
Beaumont, Texas 77704-1151

EXHIBIT D
CONTRACT COSTS

Voting Equipment	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00
Communication Devices	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00
Mandatory Signs	
Large A-Frame (ID Required)	\$10.00
Large A-Frame (Notices)	\$10.00
PROGRAMMING	COUNTY COST
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00
BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06
SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16



**JOINT ELECTION AGREEMENT AND
ELECTION SERVICES CONTRACT
BETWEEN JEFFERSON COUNTY
AND EMERGENCY SERVICE DISTRICT 4**

This agreement made and entered into, by and between Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and Commissioner's Court, joined herein by the County Election Officer, Carolyn Guidry, County Clerk, and EMERGENCY SERVICE DISTRICT 4 hereinafter referred to as "Political Subdivision", acting herein by and through its Executive Board.

WHEREAS, Political Subdivision is required to conduct an election on **November 5, 2019**;

THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT is made this 9th day of September, 2019, by and between the Political Subdivision of **EMERGENCY SERVICE DISTRICT 4**, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Carolyn Guidry**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its November 5, 2019, Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in this Political Subdivision Election.
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Commissioner's Court to conduct county elections required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners' Court.

(b) Arrange for poll worker training through a third party or conduct necessary training. Notify all early voting and Election Day officials of the date, time and place thereof.

(c) Arrange for the use of early voting locations per the attached **Exhibit A – Early Voting Locations** and Election Day polling locations per the attached **Exhibit B – Election Day Vote Centers**. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.

(d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.

(e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for this Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.

(g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.

(h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.

(i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.

(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

(l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the

aforementioned for their services and time in accordance with their rate of pay policy.

(m) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION. Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Political Subdivision Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute an Election Services Contract Agreement with Jefferson County Clerk for the purpose of election administration. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county located in the Political Subdivision's jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and hours recommended by the Contracting Officer in accordance with the Texas Election Code as listed on Exhibit A – Early Voting Locations. Political Subdivision shall adopt the Election Day Vote Center polling locations on the attached Exhibit B – Election Day Vote Centers for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the Public Test Notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the change for their election. Educate the voters in Political Subdivision on early voting times and places and Election Day polling locations.

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and Election Services Contract

programming of the ballot begins. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the attached **Exhibit C- CALENDAR**

(f) Deliver to Contracting Officer, according to the attached **Exhibit C - CALENDAR**, ballot language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.

(i) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Agreement for all Political Subdivisions. All costs will be assessed according to attached schedule on **Exhibit D – Contract Costs** and a detailed billed will be rendered within 30 days after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

(l) Political Subdivision agrees to enter into a Joint Election Agreement with any other political subdivision in Jefferson County which enters into an Election Services Contract with Contracting Officer and which holds an election on **November 5, 2019**.

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

(a) Costs for early voting, election day, equipment delivery, supplies and mail ballots, including payroll and equipment leasing, will be shared proportionally between all political subdivisions which enter into a joint election agreement with County according

to the number of voting precincts within each political subdivision. Equipment leasing costs are listed on **Exhibit D – Contract Costs.**

- (b) Costs for ballot programming will be paid by each political subdivision for the number of election contests each has on the ballot according to costs as listed on **Exhibit D - Contract Costs.**

5. GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the CALENDAR without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the CALENDAR is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to conduct federal, state, county elections and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10th day from receipt of the fully executed contract by Contracting Officer.

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, entity shall make such

arrangements separate from this Agreement.

(h) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by 60th day before Election Day. If Political Subdivision's election is cancelled after deadline, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

6. DISPUTE RESOLUTION PROCEDURE

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180th day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

7. ENTIRE AGREEMENT/AMENDMENT

This Agreement constitutes the entire agreement between EMERGENCY SERVICE DISTRICT 4 and Contracting Officer. This Agreement may be amended only in writing and signed by the parties.

8. NOTICES

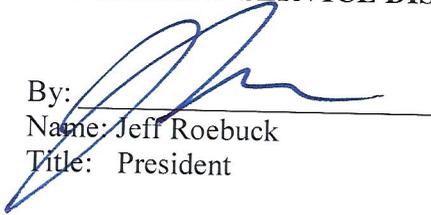
Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

EMERGENCY SERVICE DISTRICT 4: Jeff Roebuck
12880 FM 365 Rd
Beaumont, TX 77705

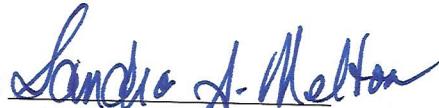
JEFFERSON COUNTY: Carolyn L. Guidry, County Clerk
P. O. Box 1151
Beaumont, TX 77704

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 14th day of August, 2019.

EMERGENCY SERVICE DISTRICT 4

By: 
Name: Jeff Roebuck
Title: President

(seal)

Attest: 
Sandra Melton
Treasurer

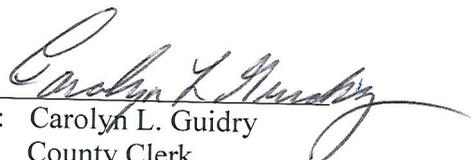
IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 9th day of SEPTEMBER, 2019.

Jefferson County, Texas

By: 
Name: Jeff Branick
Title: County Judge

(seal)



By: 
Name: Carolyn L. Guidry
Title: County Clerk
Election Services Contract
Last Updated: 6/17/2019

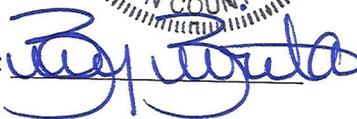
Attest: 

EXHIBIT A

NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR *November 5, 2019,*
GENERAL AND JOINT ELECTIONS

(Aviso de locales y horario para elecciones adelantadas de *Noviembre 5, 2019 Elecciones*
Generales y Conjunta)

Early Voting by personal appearance will be conducted each weekday at:
 (La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

EARLY VOTING LOCATIONS:

(Localizaciones de Votacion Adelantada):

Beaumont Courthouse-Main location	1001 Pearl St., Beaumont, Texas
Port Arthur Sub-Courthouse	525 Lakeshore Dr., Port Arthur, Texas
Rogers Park Recreation Center	6540 Gladys, Beaumont, Texas
Port Arthur Public Library	4615 Ninth Ave, Port Arthur, Texas
Theodore Johns Library	4255 Fannett Rd., Beaumont, Texas
John Paul Davis Community Center	3580 E Lucas, Beaumont, Texas
Marion & Ed Hughes Public Library	2715 Nederland Ave., Nederland, Texas
Groves Recreation Center	6150 39 th Street, Groves, Texas
Effie & Wilton Hebert Library	2025 Merriman St., Port Neches, Texas
Jefferson Co. J.P. Pct 4 Bldg (Judge Chesson's Courtroom)	19217 FM 365, Beaumont, Texas
Precinct One Service Center	20205 W. Hwy. 90, China, Texas

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones):

October 21 - 25 (<i>Octubre 21 - 25</i>)	Monday - Friday (<i>Lunes -Viernes</i>)	8:00 a.m. - 5:00 p.m.
October 26 (<i>Octubre 26</i>)	Saturday (<i>Sábado</i>)	7:00 a.m. - 7:00 p.m.
October 27 (<i>Octubre 27</i>)	Sunday (<i>Domingo</i>)	12:00 p.m. - 5:00 p.m.
October 28 – November 1 (<i>Octubre 28- Noviembre 1</i>)	Monday – Friday (<i>Lunes – Viernes</i>)	7:00 a.m. - 7:00 p.m.

Precincts Voting at Location (Precintos de votación en el Localización)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	City, State, Zip code (Ciudad, Estado, Código postal)
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks City Hall	13560 River Oaks Blvd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	Maxson Memorial Church of God in Christ**	7920 N. Major Drive	Beaumont, TX 77713
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station	2026 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library	5600 West Washington	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77705
ALL (todos)	Jefferson County ESD #4	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
ALL (todos)	O W Collins Retirement Center	4440 Gulfway Dr.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Library**	4615 9th Ave	Port Arthur, TX 77642
ALL (todos)	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Sam Houston Elementary	3245 36th St	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703
ALL (todos)	Hamshire-Fannett High School	12702 2nd St	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1085 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705
	**Location Change		

CALENDAR

The Political Subdivision agrees that timing is critical, and lack of adherence to this CALENDAR without prior agreement of Contracting Officer may result in additional charges or cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Contract.

School Districts must adhere to all deadlines, even if on Spring Break.

Please refer to the Texas Secretary of State's website for a complete calendar of events including citations to the Texas Election Code and for information specific to entity type. Confer with your attorney on any statutes that govern your entity. Please comply with all orders, postings and notices as required for your Political Subdivision. Contracting Officer will provide the publication of one Notice of Public Test in English and Spanish.

SEPTEMBER 1, 2019

Prior to September 1, 2019, each Political Subdivision is responsible for validating with the Voter Registrar that the boundaries for their voting precincts are correct and supplying the Contracting Officer with a map of such boundaries.

68th day before Election Day

Recommended date to conduct ballot position drawing.

Notice of ballot position drawing must be posted for 72 hours immediately preceding time of drawing.

****Please schedule ballot drawing as soon as possible and email the BALLOT FORMAT AND ORDER OF CANDIDATES ON BALLOT to Contracting Officer at guidry@co.jefferson.tx.us.****

60th day before Election Day

Last day for the governing body of a political subdivision to deliver notice of the election to the county clerk/elections administrator and voter registrar of each county in which the political subdivision is wholly or partly located. (Sec. 4.008).

Deadline to notify Contracting Officer via email of the following items:

- whether or not Political Subdivision has a **contested election**.
- **candidate names**, including **write-in candidates**.
- any **candidate withdrawals** or **election cancellation**.
- **order of candidates on ballot**. (We prefer to receive it sooner if it is available.)
- **Spanish translations** of all ballot titles, contests, and ballot language.
- **phonetic pronunciations** of all candidate names which will be used for the ballot audio recording.

60th day before Election Day - Continued

Deadline to **cancel election** and incur **no fees** under the Election Services Agreement.

Deadline to receive executed **Election Services Agreement** by mail, personal delivery, or email.

Deadline to receive copy of **Order of Election**.

Contracting Officer contact information:

Email: guidry@co.jefferson.tx.us

Mail: P. O. Box 1151, Beaumont, TX 77704-1151

Hand Delivery: 1085 Pearl Street, First Floor, Beaumont, Texas 77701

If additional time is needed because of meeting schedules, please notify us.

****Deadlines for ballot proofing and ballot approval will be emailed with ballot proofs. The parties must adhere to deadlines of 24 hour turnaround time, even if they occur during Spring Break, in order for our office to meet the State and Federal deadlines to mail military and overseas ballots.****

45th day before Election Day

Deadline to mail ballots to military or overseas voters who submitted their ballot request via a federal postcard application (FPCA) or via a standard application for ballot by mail and indicated that they are outside the United States. Ballots must be mailed by this date or the 7th day after the clerk receives the application. If the early voting clerk cannot meet this 45th-day deadline, the clerk must notify the Secretary of State within 24 hours. (Sec. 86.004(b)).

30th day before Election Day

Last day to register to vote or make a change of address effective for the election. (Secs. 13.143, 15.025).

First day of period during which notice of election must be published if the method of giving notice is **not** specified by a law outside the Election Code, and **publication** is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

21st day before Election Day

Last day to post notice of election on bulletin board used for posting notices of meetings of governing body. (Sec. 4.003(b)). A Record of Posting Notice of Election (PDF) should be completed at the time of posting. (Sec. 4.005).

15th day before Election Day

First day to vote early in person. (Sec. 85.001(a)).

NOTE - Political Subdivisions Other than Cities and Counties: Early voting in person must be conducted at least eight (8) hours each weekday that is not a legal state holiday unless the political subdivision has fewer than 1,000 registered voters, in which case early voting in person must be conducted at least three (3) hours per day. (Sec. 85.005(b)).

NOTE – Cities and counties: Early voting in person must be conducted on the weekdays of the early voting period and during the hours that the county clerk’s or city secretary’s main business office is regularly open for business. (Sec. 85.005(a)). However, because cities and counties must have office hours for election-related business at least three (3) hours every business day for this type of election, we harmonize these requirements with the result that, if a city or county is not regularly open for business on one or more weekdays, on those “closed” days, a city or county must conduct early voting for at least three (3) hours a day at the main early voting location (except for a city’s two 12-hour days, when it must be open for the full 12 hours).

NOTE - Cities: Cities must choose two (2) weekdays for the main early voting polling place location to be open for 12 hours during the regular early voting period. City council must choose the two weekdays. (Sec. 85.005(d)).

NOTE - Independent School Districts: Despite the change in state law that allows an ISD to be closed on school holidays during the mandatory office hours period, you are **required** to be open during the entire early voting period, except on legal state and national holidays.

NOTE - Joint Elections: If entities are conducting early voting by personal appearance jointly, we *recommend* a unified schedule covering all requirements; i.e., no entity’s requirements should be neglected or subtracted as a result of a joint agreement.

10th day before Election Day

Last day of period during which notice of election must be published if method of giving notice is not specified by a law outside the Election Code and publication is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by a commissioners court or by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

Last day to mail a copy of the notice of election to each registered voter in the county if method of giving notice is not specified by a law outside the Election Code and this method of giving notice is selected. (Secs. 1.006, 4.003(a)(3)).

Cities and Counties – Weekend Early Voting Hours - Notice Requirement: Last day to post notice on bulletin board used for posting notice of city council or commissioners court, if early voting will be conducted on Saturday (Sec. 85.007). Notice must be posted at least 72 hours before early voting begins on a Saturday or Sunday. Notice must also be posted to the political subdivision’s website, if one is maintained.

NOTE - NEW LAW: Section 85.007, as amended by House Bill 2721 (2015), requires that the election notice, which includes the days and hours of early voting be posted on the political subdivision’s website, if the political subdivision maintains a website.

4th day before Election Day

Last day to vote early by personal appearance. (Sec. 85.001(a)).

Election Day

Polls open 7:00 A.M. – 7:00 P.M.

30 days from date of final invoice

Pay balance due for election services. Please make checks payable to:

Jefferson County Treasurer
P O Box 1151,
Beaumont, Texas 77704-1151

EXHIBIT D

CONTRACT COSTS

Voting Equipment	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00
Communication Devices	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00
Mandatory Signs	
Large A-Frame (ID Required)	\$10.00
Large A-Frame (Notices)	\$10.00
PROGRAMMING	COUNTY COST
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00
BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06
SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16

**AGENDA ITEM****September 9, 2019**

Consider, possibly approve, authorize the County Judge to execute, receive and file City of Beaumont Consent for Demolition of Unsafe Structure located at 4915 Wales, Beaumont, Texas.



CITY OF BEAUMONT
BUILDING CODES DIVISION
CONSENT FORM FOR DEMOLITION OF UNSAFE STRUCTURE

I, Jefferson County, do hereby give the City of Beaumont, Jefferson County, Texas, my consent as owner of the property and structure identified below to demolish and remove said structure. In consideration for the demolition I agree as follows:

- 1. I understand that the demolition may result in ruts in the property and the potential of damage to real and personal property remaining on the property.
2. I hereby indemnify the City, its employees, officers and agent against any and all claims for injuries or damages arising from demolition on my property, expressly including injuries to persons or damages to real or personal property arising from negligence by the City, its employees, officers or agents.

Per Constitution, we cannot indemnify

***** Any personal property should be removed immediately because the spoils from the demolition will be discarded according to city policies and procedures.

PROPERTY DESCRIPTION:

4915 WALES
PICADILLY PK L8 B4

Telephone Number
Signature
JEFF R. BRANCK
Signature

Date: 09-09-2019

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day appeared Jefferson County Judge JEFF R. BRANCK known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he (they) executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of September, 2019.



Notary Public in and for
02-07-2023, Texas
My Commission Expires:

Account Status

CELLIS
 ACT8006 v1.284

 ACCOUNT NO(05225000000770000000): YEAR = 2018, LEGAL STATUS = STRUCK OFF,
 CAUSE NUMBER = D201815
 08/16/2019 13:13:04
ACTJC

Account Information

Account No: Roll Code:

Certified Owner:

Parcel Address:

Amount Due as of: Owner No:

Tax Units

Tax Unit Description

List of Tax Units

1	4	21	41	49	55	60
---	---	----	----	----	----	----

Tax Unit, Yr, Rec. Type

Tax Unit:

Year:

Rec. Type:

Amount Due/Paid Information

Year	Appr. Value	H	O	V	D	Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2018	\$53,320				0	\$1,491.02	\$0.00	\$0.00	\$1,491.02	\$638.17	\$0.00	\$2,129.19
2017	\$53,320				0	\$1,465.13	\$0.00	\$0.00	\$1,465.13	\$838.08	\$0.00	\$2,303.21
2016	\$53,320				0	\$1,466.04	\$0.00	\$0.00	\$1,466.04	\$1,049.68	\$0.00	\$2,515.72
2015	\$53,320				0	\$1,466.04	\$0.00	\$0.00	\$1,466.04	\$1,260.79	\$0.00	\$2,726.83
2014	\$53,320				0	\$1,463.45	\$0.00	\$0.00	\$1,463.45	\$1,469.33	\$0.00	\$2,932.78
2013	\$55,540				0	\$1,493.83	\$0.00	\$0.00	\$1,493.83	\$1,714.92	\$0.00	\$3,208.75
2012	\$59,890				0	\$1,571.67	\$0.00	\$0.00	\$1,571.67	\$2,030.61	\$0.00	\$3,602.28
2011	\$62,310				0	\$1,641.36	\$194.69	\$0.00	\$1,446.67	\$2,077.41	\$0.00	\$3,524.08
2010	\$57,690	Y			0	Excodes \$1,238.59	\$1,238.59	\$0.00	\$0.00	\$161.01	\$0.00	\$0.00
Totals						\$30,880.08	\$19,016.23	\$0.00	\$11,863.85	\$16,655.51	\$0.00	\$22,942.84

Last Payment Date:





August 09, 2019

DEM2019-00134

Certified Mail# 70172680000031230486

JEFFERSON COUNTY
ATTN: JUDGE BRANICK
1149 PEARL
BEAUMONT, TX 77701

District Acct: 000082937
U.S. St. 101
RE: 4915 WALES DR
4915 WALES DR

Dear JEFFERSON COUNTY,

The City Tax Rolls of the City of Beaumont reveals that you are the owner of the above described property. If you are no longer the owner of said property, please accept my apology and notify us immediately by calling 880-3762 so that the City of Beaumont does not send you other notices at taxpayer expense.

An inspection of the structure at 4915 WALES DR reveals that it is unsafe, unfit for human occupancy and is in a state of deterioration and likely to endanger the health, safety or general welfare of the citizens of the City. The structure in its present state is in violation of the Unsafe Substandard Structures Ordinance Chapter 24, Division 1, Section 24.04.001 of the Code of Ordinances and is a public nuisance in violation of 24.04.002 of the City's Code of Ordinances. Determination of unsafe substandard structures shall be governed by the 2015 International Property Maintenance Code.

Listed on the attached inspection sheet are the violations.

You are hereby officially notified to contact Building Codes at (409) 880-3762 within fifteen (15) days of the date of this letter, which is no later than August 24, 2019 to discuss enrolling in a work repair program. A building permit must be secured from the Building Codes Division before repair work is commenced. Until this structure meets code compliance, all utilities will be disconnected. Thereafter, if the described structure has not been enrolled in a work program to be repaired, the structure should be demolished and removed in compliance with City standards within (30) days, which is no later than September 08, 2019, in accordance with Section 24.04.003 of the Code of Ordinances.

Should compliance not be met, the structure will be brought before City Council for an Unsafe Substandard Structure Public Hearing. If declared an unsafe substandard structure and/or public nuisance, the City of Beaumont will order the structure to be demolished and removed. If not removed within the allotted time frame, the structure will be removed by the City. Should this property be of a commercial use, such expense of demolition and removal shall be assessed as a lien against the property upon which the structure was situated.

Your cooperation in this matter is greatly appreciated.

Sincerely,
Delancy Wood
Demolition Assistant

MB:ds
Attachement



An inspection for the property at 4915 WALES DR found the property to be in violation on June 11, 2019.

The violations of this property are:

108.1.3 STRUCTURE UNFIT FOR HUMAN OCCUPANCY

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

24.04.001 Unsafe Structure

24.04.001 All unsafe substandard structures within the terms of section 24.04.001 are hereby declared to be public nuisances and shall be repaired, removed or demolished as hereinafter provided

302.5 Exterior Property Areas: Rodent Harborage

302.5 Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exterior Property Areas: Exhaust vents

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

304.1 Exterior: General

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.10 Exterior: Stairways, decks, porches, and balconies

304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.13.1 Exterior: Glazing

304.13.1 Glazing. All glazing materials shall be maintained free from cracks and holes.

304.13.2 Exterior: Openable windows

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Exterior: Insect Screens

304.14 Insect screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

304.15 Exterior: Doors

Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.



BEAUMONT

Planning & Community Development

304.18 Exterior: Building Security

304.18 Building security. Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

304.18.1 Exterior: Doors (Security)

304.18.1 Doors. Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a lock throw of not less than 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Exterior: Windows

304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

304.2 Exterior: Protective Treatment

304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.6 Exterior walls

304.6 Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.7 Exterior: Roofs and drainage

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and down spouts shall be maintained in good repair.

304.9 Exterior: Overhang extensions

304.9 Overhang extensions. All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, stand pipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

305.1.1 Interior: Unsafe Conditions

305.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

305.2 Interior: Structural Members

305.2 Structural members. All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior: Interior surfaces

PLANNING & COMMUNITY DEVELOPMENT

T 409.880.3762

F 409.880.3110

PO Box 3827 | Beaumont, TX 77704

beaumonttexas.gov



BEAUMONT

Planning & Community Development

305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Interior: Stairs and walking surfaces

305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.5 Interior: Handrails and guards

305.5 Handrails and guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior: Interior doors

305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

402.1 Light: Habitable spaces

402.1 Habitable spaces. Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room. Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

402.2 Light: Common halls and stairways

402.2 Common halls and stairways. Every common hall and stairway in residential occupancies, other than in one- and two family dwellings, shall be lighted at all times with at least a 60- watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.

402.3 Light: Other spaces

402.3 Other spaces. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

403.1 Light: Habitable spaces

403.1 Habitable spaces. Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 402.1. Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Light: Bathrooms and toilet rooms



BEAUMONT

Planning & Community Development

403.2 Bathrooms and toilet rooms. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.

403.3 Light: Cooking facilities

403.3 Cooking facilities. Unless approved through the certificate of occupancy, cooking shall not be permitted in any rooming unit or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the rooming unit or dormitory unit. Exceptions: 1. Where specifically approved in writing by the code official. 2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Light: Process ventilation

403.4 Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

403.5 Light: Clothes dryer exhaust

403.5 Clothes dryer exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

Exception: Listed and labeled condensing (ductless) clothes dryers.

602.1 Heating Facilities: Facilities required

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Heating Facilities: Residential occupancies

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the International Plumbing Code. Cooking appliances shall not be used to provide space heating to meet the requirements of this section. Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

604.1 Electrical Facilities: Facilities Required

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Electrical Facilities: Service

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a rating of not less than 100 amperes.

604.3 Electrical Facilities: Electrical System Hazards

604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

605.1 Electrical Equipment: Installations

605.1 Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

605.2 Electrical Equipment: Receptacles

605.2 Receptacles. Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection.

PLANNING & COMMUNITY DEVELOPMENT

T 409.880.3762

F 409.880.3110

PO Box 3827 | Beaumont, TX 77704

beaumonttexas.gov



605.3 Electrical Equipment: Luminaries

605.3 Luminaires. Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain at least one electric luminaire.

704.2 Fire Protection Systems: Smoke alarms

704.2 Smoke alarms. Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load at all of the following locations: 1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms. 2. In each room used for sleeping purposes. 3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level. Single- or multiple-station smoke alarms shall be installed in other groups in accordance with the International Fire Code.





RESOLUTION

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 9th day of September, 2019, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

RESOLUTION SUPPORTING HOUSE RESOLUTION 2220 PROVIDING FOR COORDINATION WITH ACTION TAKEN ON THE FAST ACT AND THE "INTERSTATE 14 EXPANSION & IMPROVEMENT ACT OF 2019

WHEREAS, it is a goal and the responsibility of the Jefferson County Commissioners Court to provide for the safety of its citizens, to promote economic development and to ensure that transportation needs are identified and met for military deployment, safe disaster evacuation and response, as well as safe travel for commerce, Veterans services, education and medical services in Jasper County and the surrounding Southeast Texas region; and

WHEREAS, various forms of transportation, including highways are critical to the safety, protection and economy of this Nation, the State of Texas and Jasper County, especially modern highways and interstate systems with their corridors, spurs and controlled access freeway characteristics; and

WHEREAS, since its inception in the 1950's under President Dwight D. Eisenhower, the federal, state and local governments have developed, maintained and expanded the United States Interstate Highway System to the benefit of the safety and quality of life for the general public, promotion of commercial enterprises and for strategic use by government entities, including the U.S. military by connecting military facilities to one another, as well as to major seaports and airports; and

WHEREAS, the proposed Interstate 14 route and U.S. Highway 96 Spur in Jasper County, Texas, currently serves as a major thoroughfare and link for military transportation between the Port of Beaumont, Fort Polk, the Red River Army Depot and Fort Hood.

WHEREAS, economic development and the quality of life for citizens is greatly enhanced by Interstate Highway Systems, including the proposed U.S. Highway 96 Spur of I-14 in Jasper, Hardin and Jefferson Counties, which would connect the Ports of Beaumont, Port Arthur and Orange to the rest of the United States; and

WHEREAS, the current proposed route of Interstate 14 and the U.S. Highway 96 Spur currently already serves as a major disaster evacuation and emergency response route for hundreds of thousands of American citizens and will be greatly enhanced by becoming part of the Interstate Highway System; and

WHEREAS, in support of the expansion of the Interstate Highway System, H.R. 2220 was introduced by Representatives Brian Babin and Michael Conaway, as well as nine of their colleagues, and is on track to be well positioned to be considered by the House of Representatives when it takes action to extend the current highway authorization bill known as the FAST Act; and

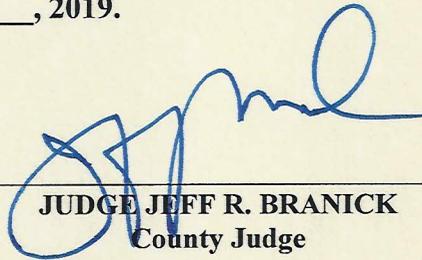
WHEREAS, within H.R. 2220 is stated under Section 2. HIGH PRIORITY CORRIDOR ON

NATIONAL HIGHWAY SYSTEM (a)(1)(84)(C), which reads, "following portions of United States Route 190 eastward passing in the vicinity of Fort Hood, Killeen, Belton, Temple, Bryan, College Station, Huntsville, Livingston, Woodville, and Jasper, to the logical terminus of Texas Highway 63 at the Sabine River at Burrs Crossing"; and (F) "following United States Route 96 from Interstate Route 10 in Beaumont, Texas, north to United States Route 190 in the vicinity of Jasper, Texas"; and

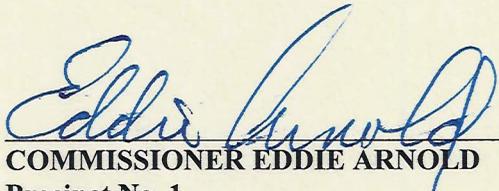
WHEREAS, the United States Senate has the opportunity to introduce a companion bill to H.R. 2220, and it is necessary for a companion bill to be introduced. Senator John Cornyn and Senator Ted Cruz are the Texas Senators positioned to initiate the introduction of such a companion bill; and

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas does hereby respectfully express its strong support for the introduction of a companion bill to H.R. 2220 in the United States Senate by Senator John Cornyn and Senator Ted Cruz, providing for coordination with action, taken on the FAST Act and the "1-14 Expansion and Improvement Act of 2019."

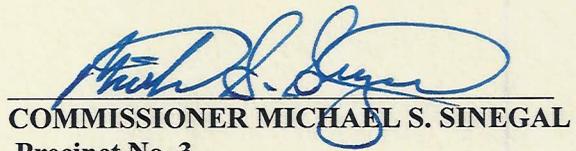
Signed this 9 day of September, 2019.



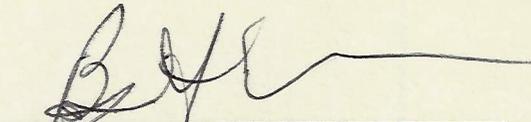
JUDGE JEFF R. BRANICK
County Judge



COMMISSIONER EDDIE ARNOLD
Precinct No. 1



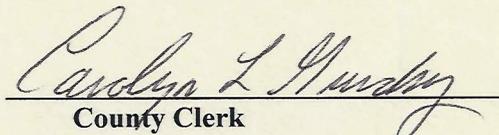
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



County Clerk
Jefferson County, Texas



**AGENDA ITEM****September 9, 2019**

Consider and possibly approve Amended Jefferson County Commissioners Court Rules of Procedure, Conduct and Decorum Pursuant to HB 2840.

Amended Jefferson County Commissioners Court
Rules of Procedure, Conduct & Decorum

- 1 All Regular, Special, Emergency and Executive Session Meetings of the Jefferson County Commissioners Court will be called and conducted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Government Code.

Regular, Special and Emergency Meetings of the Jefferson County Commissioners Court are open to the public and to representatives of the press and media. Executive Sessions of the Commissioners Court are not open to the public, the press or the media and only those individuals expressly requested or ordered to be present are allowed to attend Executive Session.

- III. The Jefferson County Commissioners Court meets every Monday at 1:30 p.m. unless otherwise provided. The Regular Meeting is the second Monday of the month, and all other Mondays are considered Special Meetings. In order for a matter or issue to appear as an agenda item on the Agenda of any Regular or Special Meeting of Commissioners Court, a request must be filed with and approved by at least one Commissioner and/or the County Judge by 11:00 a.m. on the Thursday immediately preceding the next Regular or Special Meeting of the Commissioners Court.
- IV. The business of Jefferson County is conducted by and between the members of the Jefferson County Commissioners Court and by those members of the County staff, elected officials, department heads, consultants, experts and/or members of the public requested to be present and participate. While the public is invited to attend all meetings of the Commissioners Court (except Executive Sessions) the public's participation therein is limited to that of observers unless a member (or members) of the public is requested to address Commissioners Court on a particular issue (or Issues) or unless a member (or members) of the public completes a Public Participation Form and submits it. However, a member (or members) of the public may comment on an agenda item (or items) once he or she completes a Public Participation Form and places the same in the box labeled "Completed Public Participation Forms" prior to the start of Commissioners Court. A sample of the Jefferson County Commissioners Court Public Participation Form is attached hereto as Exhibit "A." Additionally, these rules and the form will be available on the Commissioners Court webpage. Upon request, someone will be provided to assist those individuals with special needs.'
- A. Each member of the public who appears before the Commissioners Court, to address items that will be acted upon by the Court, shall be limited to a maximum of three (3) minutes to make his/her remarks. Time for each speaker shall be maintained by the County Clerk or some other designated representative of the Commissioners Court.
- B Maximum discussion on any agenda item, regardless of the number of members of the public wishing to address the Commissioners Court on such agenda item (or items), shall be limited to thirty (30) minutes. In the event that more than six

Certain exceptions to the provisions set forth hereunder may apply as provided by law

- (6) members of the public wish to address a particular agenda item (or items), then shall be limited to 30 minutes. In the event that more than six (6) members of the public wish to address a particular agenda item (or items), then members of the public recognized to speak shall be divided equally between those members of the public wishing to speak for the agenda item (or items) and those members of the public wishing to speak against the agenda item (or items).
- C. In matters of exceptional interest, the Court may, by the majority vote of the members of the Court in attendance at the meeting, either shorten or lengthen the time allocated for all members of the public and/or the amount of time allocated for all agenda items and/or a specific agenda item,
- D. It is the intention of the Court to provide open access to the citizens of Jefferson County to address the Commissioners Court and express themselves on issues of County Government. Members of the public are reminded that the Jefferson County Commissioners Court is a Constitutional Court, with both judicial and legislative powers, created under Article V, Section 1 and Section 18 of the Texas Constitution. As a Constitutional Court, the Jefferson County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.024 of the Texas Local Government Code. Accordingly, members of the public in attendance at any Regular, Special and/or Emergency meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court. Proper attire for men, women and children is mandatory. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting. Refusal to abide by the Court's Order and/or continued disruption of the meeting may result in a Contempt of Court Citation.
- E. At the conclusion of the agenda, members of the public may address the Court to express matters of concern that relate to business of the Commissioners Court that are not agenda items. Those addressing the Court should limit their time to three minutes. It is not the intention of the Jefferson County Commissioners Court to allow a member or members of the public to insult the honesty and /or integrity of the Court as a body, or any member or members of the Court individually or collectively. Accordingly, profane, insulting or threatening language directed toward the Court and/or any person in the Court's presence and/or racial, ethnic or gender slurs or epithets will **not** be tolerated. Violation of these rules may result in the following sanctions:
1. cancellation of a speaker's remaining time;
 2. removal from the Commissioners Courtroom;
 3. a Contempt Citation; and/or
 4. such other civil and/or criminal sanctions as may be authorized under the Constitution, Statutes and Codes of the State of Texas,

- V. The County Judge is the presiding officer of the Jefferson County Commissioners Court and is a fully participating member thereof. In the event of the absence of the County Judge, the senior member of the Commissioners Court (in terms of total number of years as an elected representative) present at the Regular, Special, Emergency meeting or Executive Session, shall serve as the Judge Pro-Tern of the Court. However, nothing herein shall prevent the senior member of this Commissioners Court from delegating this duty to another member of the Commissioners Court.
- VI. The County Judge (or the designated Judge Pro-Tern of the Commissioners Court), as presiding officer of the Commissioners Court, is responsible for conducting all meetings, and members of the public who have properly completed a Public Participation Form and submitted the same to the Administrative Aid to the County Judge must wait to be recognized by the County Judge prior to them beginning to address the Court.
- VII. Special Rules for the Press & Media:
- A. No media personnel or equipment, including lights, cameras or microphones will be located on the Commissioners Court bench nor closer than five (5) feet in front of the Commissioners Court bench during the time Court is in session.
 - B. Reporters and media technicians are required to structure their movements, equipment set-up and take-down and adjustments, etc. in such a manner as to not disrupt the Commissioners Court deliberations or the ability of the public to see, hear, and participate in the proceedings.
 - C. Interviews shall not be conducted inside the Commissioners Courtroom during the time the Court is in session.
 - D. Media interviews which are conducted outside the Commissioners Courtroom should be conducted in such a manner that the interview does not disturb, impede or disrupt the proceedings of any Regular, Special, Emergency and/or Executive Session meeting of the Court.
- VIII, The Sheriff of Jefferson County, Texas, or his designated deputy, shall serve as the Bailiff at all Regular, Special and Emergency Meetings of the Court. However, in the event of the absence of the Sheriff, or in the event there exists a conflict of interest between the Sheriff, any member of the Sheriff's Department, and the Commissioners Court, or in the event of an executive Session of the Court in which the Sheriff is not an authorized participant, the Court shall appoint such other commissioned peace officers to serve as bailiff as may be necessary.
- IX. From time to time, the Commissioners Court shall conduct town meetings, public hearings and/or workshops. These rules of procedure, conduct and decorum shall also apply to the same; however, the Commissioners Court may adopt such additional and supplemental rules for such meetings as may be necessary and appropriate to conduct such meetings in an orderly, efficient and proper manner.

X. These Rules of Procedure, Conduct and Decorum at meetings of the Jefferson County Commissioners Court shall be effective immediately upon adoption by the Court and shall remain in full force and effect until amended or repealed by a majority vote of the Commissioners Court.

ADOPTED BY THE UNANIMOUS VOTE OF THE JEFFERSON COUNTY COMMISSIONERS COURT on this the 9th day of September

[Handwritten Signature]

Jefferson County Judge

[Handwritten Signature]

Commissioner, Pct. 1

[Handwritten Signature]

Commissioner, Pct. 3

[Handwritten Signature]

Commissioner, Pct. 2

[Handwritten Signature]

Commissioner, Pct. 4

Attest:
[Handwritten Signature]

County Clerk



JEFFERSON COUNTY COMMISSIONERS COURT
PUBLIC PARTICIPATION FORM

Instructions: Fill out all appropriate blanks. Please print or write legibly. This form must be placed in the "Completed Public Participation Forms" box prior to the start of Commissioners Court.

NAME: _____

HOME ADDRESS: _____

HOME TELEPHONE: _____

PLACE OF EMPLOYMENT: _____

EMPLOYMENT TELEPHONE: _____

Do you represent any particular group or organization? _____

If so, please state the name, address and telephone number of such group or organization.

Which matter do you wish to address? _____

In general, are you for or against such item (or items)? _____

Signature: _____



STATE OF TEXAS
COUNTY OF JEFFERSON

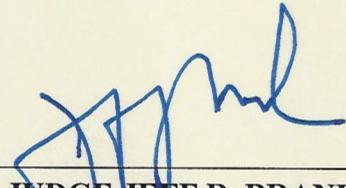
§
§
§

COMMISSIONERS COURT
OF JEFFERSON COUNTY, TEXAS

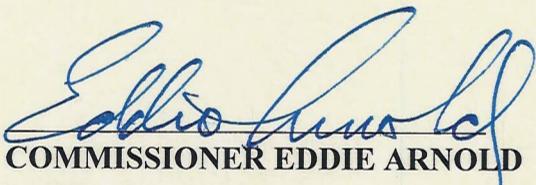
ORDER DESIGNATING REGULAR MEETING DATE OF COMMISSIONERS COURT

Pursuant to Section 81.005(h), Local Government Code and Attorney General Opinion GA-1001, the Commissioners Court does hereby change the designated regular meeting date of the Commissioners Court from Monday at 1:30 p.m. to Tuesday at 10:30 a.m. beginning on the 9th day of September, 2019. It is further ordered that Special Meetings of the Commissioners Court will be held on every Tuesday of each month after September 9, 2019. All meetings of the Commissioners Court will continue to be held in the Commissioners Courtroom on the 4th floor of the Jefferson County Courthouse.

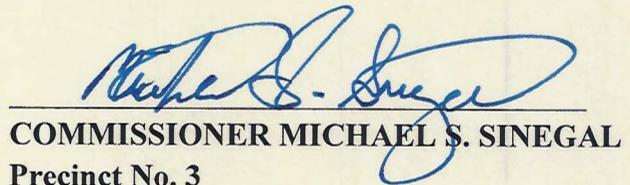
Signed this 9 of September, 2019.



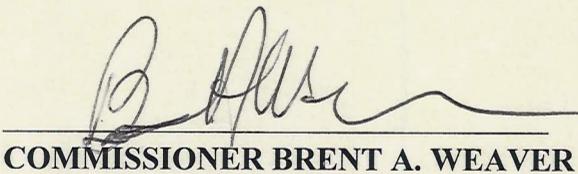
JUDGE JEFF R. BRANICK
COUNTY JUDGE



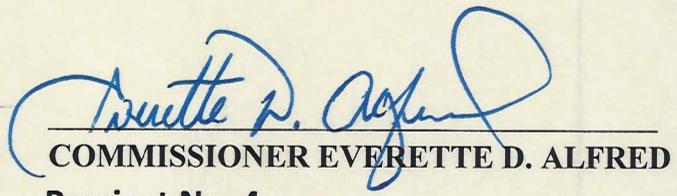
COMMISSIONER EDDIE ARNOLD
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

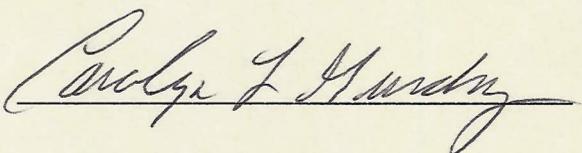


COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Attest: County Clerk





**AGENDA ITEM****September 9, 2019**

Consider, possibly approve and authorize the County Judge to execute and Amended Professional Services Agreement with Tim Richardson for ongoing Consulting Services associated with seeking BP Deepwater Horizon (DWH) restoration funding.

Fred Jackson

From: Tim Richardson <trpr51@gmail.com>
Sent: Tuesday, September 03, 2019 11:20 AM
To: Jeff Branick; jeff branick; Fred Jackson
Subject: Tim R Updated Deepwater Horizon 2019-20 contract.
Attachments: Tim Richardson Deepwater Horizon and grants contract doc 2019-20.doc

Judge, I updated the dates of the contract to 2019-20 and amended the Scope of Work to include seeking government and private foundation grant funding. The new clause is below:

- Evaluate and pursue government and private foundation grant funding opportunities consistent with County approved objectives;

Thanks much,

Tim 202-352-1269

AMENDED PROFESSIONAL SERVICES AGREEMENT

This Amended Agreement ("Agreement") is entered into by and between the **Jefferson County** (County), and **Tim Richardson** ("Consultant"). This agreement is intended to replace the agreement previously executed between the parties and, upon execution of this agreement, the previous agreement is declared null and void.

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and Consultant agree as follows:

I. SCOPE OF AGREEMENT

This Agreement shall cover the rights, duties and obligations of the parties hereto with regard to consulting work related to County activities associated with seeking BP *Deepwater Horizon* (DWH) restoration funding for a variety of purposes determined by the County including environmental infrastructure improvements.

II. RESPONSIBILITIES OF THE PARTIES

Consultant shall:

- Assist County with organizing and coordinating the County's approach to developing a priority project list for which DWH restoration funds will be sought;
- Identify key federal and state DWH restoration officials, non-profit, corporate, stakeholder, and other audiences, including specific people/contacts at each, that need to be informed about the County's restoration goals and priorities, and communicate with them on an ongoing basis, including making introductions for the County officials so that they can establish relationships with these entities;
- Draft a strategy and timeline for communicating with these groups for the County's review to ensure that the County's efforts are comprehensive and coordinated;
- Draft a strategy for Congressional outreach, including specific Representatives and staff that need to be briefed;
- Take the lead with preparation of materials for these groups;
- Help in drafting a strategy for the County to be recognized for environmental restoration leadership among Gulf of Mexico states, counties and cities;
- Evaluate and pursue government and private foundation grant funding opportunities consistent with County approved objectives;
- Serve as the "eyes and ears" of the County in Washington, D.C. and Austin, Texas with regard to updates on progress on the BP settlement, and development and

implementation of DWH restoration, alerting the County to any specific actions that need to be taken to ensure that its interests are represented.

B. The County shall:

1. Provide overall project direction and day-to-day coordination/clarification about the County's goals and objectives in DWH restoration.

III. PERSONNEL

A. All of the work performed under this Agreement shall be performed by Tim Richardson. If for any reason Tim Richardson becomes unable to provide his expertise, the County reserves the right to immediately terminate this Agreement unless Consultant provides a suitable replacement, agreed upon by the parties in writing.

B. Consultant is solely responsible for all employee-related salary and applicable benefits to Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and Consultant's personnel in connection with this Agreement.

IV. TERM OF AGREEMENT AND TERMINATION

A. This Agreement shall begin October 1, 2019 and expire on September 30, 2020 unless earlier terminated in accordance with Section B. or C. below or by mutual agreement.

B. This Agreement may be terminated by any party upon fifteen (15) days advance written notice in the event of: (i) a material breach of this Agreement by any party; (ii) fraud by any party; (iii) insolvency, bankruptcy, reorganization or receivership of one of the parties; (iv) breach of fiduciary duties by any of parties; (v) the County's dissatisfaction with the quality of the Project; (vi) Consultant's failure to complete the Project in a timely manner; or (vii) gross or willful negligence, persistent or prolonged neglect or misconduct by the other party.

C. If the County is dissatisfied with any of the services rendered under this Agreement, it may notify Consultant and provide Consultant a reasonable time within which to remedy any unsatisfactory performance of services or it may terminate this Agreement pursuant to Section B above.

D. Any party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other parties. Any terms of this Agreement that extend beyond its termination shall remain in effect until fulfilled, and apply to respective successors and assigns.

E. Upon termination of this Agreement, Consultant shall immediately, within seven days, deliver all work performed pursuant to this Agreement to the County (including documents provided to Consultant by the County and any work in progress, such as notes, drafts and sketches) and shall, upon the County's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by the County, Consultant shall, after termination, cooperate on a time and materials basis with the County in it's or another's efforts on the County's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

V. COMPENSATION/TERMS OF PAYMENT

A. During the term of this Agreement the County shall pay Consultant \$126,000 annually at \$10,500 per month which payments will be made upon receipt of a monthly invoice.

B. All payments to sub-contractors used by the Consultant shall be the responsibility of the Consultant, unless otherwise agreed to in advance by the County.

C. If the Agreement is terminated pursuant to Paragraph IV above, Consultant shall be paid on a pro rata basis for satisfactory services rendered to the date of termination.

D. The County shall not be liable for any federal, state or local taxes, social security payments, sick pay, vacation pay, severance pay, bonuses or other social or welfare payments to Consultant. The County's liability to Consultant is limited to the dollar amounts set forth in Section A and for reasonable expenses incurred by Consultant as set forth in Section B and D. In no case shall the County be liable for the other costs or damages that may result from Consultant's normal course of doing business.

E. All routine travel expenses shall be paid for by Consultant with an understanding that any extraordinary travel requested and pre-approved in advance by the County and shall be coach, 14 day advance purchase, unless agreed to otherwise, in writing (email is an acceptable communication), by the County.

F. All invoices for fees/expenses to be paid by the County pursuant to this Agreement must be received by the County within thirty (30) days from the date the fee / expense is incurred. Any invoice received from Consultant more than thirty (30) days after termination or expiration of this Agreement will not be paid.

- G. In the event of a dispute over the terms of this Agreement, including the provision of satisfactory services by Consultant, the County reserves the right to withhold payment of monies owed until the dispute is resolved.

VI. OWNERSHIP OF MATERIALS AND RESULTS

A. All materials provided to the County and all work performed under this Agreement, either by Consultant or by any sub-contractor hereunder, shall remain the property of the County. However, County shall grant full authority to Consultant to use all specific non-proprietary, non-confidential materials produced for any purpose, without prior approval.

B. Joint Copyright Ownership

1. It is understood and agreed that the County has the right to use or not use the Work Product and to use, assign to a third party, reproduce, re-use, alter, modify, edit, or change the Work Product as it sees fit and for any purpose, and that the Work Product shall not be returned except for pre-existing copyrighted or proprietary materials used by Consultant as a tool to develop the Work Product.

2. County and Consultant shall have joint rights, title and interests in the Work Product, as well as any license to use, sell, exploit, copy, or further develop such Work Product.

3. Consultant represents and warrants that the Work Product shall be original, and shall not infringe on the rights of any other person or party. In the event of a breach of this representation and warranty, Consultant shall immediately return to the County all monies received under this Agreement and shall be liable for any consequential damages resulting therefrom. The County and Consultant shall jointly retain all right, title and ownership in and to all work, including without limitation to all copyright, patent, trade secret and other intellectual property rights pertaining thereto, including but not limited to, the complete right to modify text, print, publish, copy, distribute, transfer, display and prepare derivative works based upon work prepared under this Agreement.

VII. AUTHORIZED CONTACTS

The following County employees are authorized contacts under this Agreement:

Jeff Branick, Judge, **Jefferson County**; jbranick@co.jefferson.tx.us ; office: 409-835-8466.

Tim Richardson, consultant, trpr51@gmail.com, office/mobile 202-352-1269.

VIII. NONDISCLOSURE OF PROPRIETARY INFORMATION

During the course of the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation, lists, corporate or facility data regarding the County's legal strategies, policy goals and objectives, various plans for future development and any other development, and any other information of a similar nature pertaining to the County. Consultant hereby expressly covenants and agrees that, anytime during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of the County, as applicable. This section shall survive termination of this Agreement.

IX. TAXES

It is understood and agreed that Consultant is an independent contractor, not an employee. Any compensation, therefore, will not be subject to withholding of either income taxes or Social Security taxes. It is understood that in the event that such payments should be deemed taxable, Consultant shall be solely responsible for the payment of those taxes; and Consultant shall indemnify the County against any claims for taxes or other payroll deductions, including penalties, provided the County promptly notify Consultant of any such claim.

X. TRANSFER OF INTEREST

Neither this Agreement, nor any of the rights and obligations stated herein or resulting therefrom, may be assigned, transferred or otherwise disposed of by Consultant without the prior written consent the County.

XI. NOTICE

Any legal notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered either by mail or by personal delivery. If delivered by mail, notices shall be sent by Federal Express or a similar type delivery service, or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

- a) If to the County, to:
Honorable Jeff Branick
Jefferson County
County Court House
1149 Pearl Street
Beaumont, Texas 77701

b) If to Consultant, to:

Tim Richardson
6707 Old Stage Road
Rockville, MD 20852

A. Consultant agrees to indemnify, defend, and hold harmless the County, its officers, directors, employees, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with Consultant's breach of this Agreement or Consultant's negligence or willful misconduct, or a third-party claim arising out of Consultant's performance under this Agreement.

B. Consultant shall indemnify and hold the County harmless from any proceedings or claims asserted against the County resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by the County or from matters with respect to which Consultant has advised the County, in writing, of the legal risks involved and the County, by their specific written approval, have assumed the risks thereof, in which cases the County shall so indemnify Consultant.

C. This section shall survive termination of this Agreement.

XII. GOVERNING LAW / VENUE

This Agreement shall be exclusively governed by and pursuant to the laws of the State of Texas. Any and all suits or claims by either party shall be brought exclusively in the State of Texas.

XIII. AGENCY

The parties agree that this Agreement is not intended to create any agency, subcontractor, or employer-employee relationship of any kind between the County and Consultant, or between the County and any other party with whom Consultant has contracted regarding this Agreement. The parties agree not to contract any obligation in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to

represent that the County is in the business of providing the products and/or services provided by Consultant.

XIV. ENTIRE AGREEMENT / SEVERABILITY

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XV. WAIVER

The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an instrument in writing signed by both parties.

XVI. EQUAL OPPORTUNITY

The County acknowledges that it is an Equal Employment Opportunity Employer, M/F/D/V. Consultant agrees that he is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973 and other federal and state anti-discrimination laws.

XVII. MISCELLANEOUS

A. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be construed as part of or in interpreting this Agreement.

B. During the term of this Agreement, upon reasonable notice and during regular business hours, the County shall have the right to audit all books and records of Consultant relating to the amounts payable by either party under this Agreement.

C. None of the Parties shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature or acts of God, acts of war, acts or threats of terrorism, riots, civil disorder, rebellions, epidemics, governmental travel advisories, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and

cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

Jefferson County

By _____ Date _____
Name: Jeff Branick
Title: Judge
EIN _____

Tim Richardson, Consultant

By _____ Date _____
Name: Tim Richardson
EIN 370-60-3504

I, Tim Richardson, Consultant, certify that, to the best of my knowledge, there is no conflict of interest between the issues/services that I provide for other clients and the County.

Signed:

Signature of Consultant Date

ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR



Terry Wuenschel
CHIEF DEPUTY

August 30, 2019

Honorable Jeff Branick
County Judge
Jefferson County
Beaumont, Texas

Dear Judge Branick:

Please place an item on the September 9, 2019 Commissioners' Court agenda to consider and possibly approve "waiver of penalty and interest on six (6) accounts pursuant to Sec. 33.011 of the *State Property Tax Code*."

For your information, Sec. 33.011 reads as follows: "The governing body of a taxing unit may provide for the waiver of penalties and interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit caused the taxpayer's failure to pay the tax before the delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of the delinquency."

It is my opinion that the accounts listed on **Attachment A** fall within the parameters of the code and should have penalties and interest waived as shown.

If you wish to review the back-up for the requests, contact Debbie Pletcher in my office. Your approval of these requests will be appreciated.

Sincerely,

Allison Nathan Getz
Assessor-Collector of Taxes
Jefferson County, Texas

ANG:ce

Attachment

cc: Eddie Arnold, Comm. Pct. #1
Brent Weaver, Comm. Pct. #2
Michael Sinegal, Comm. Pct. #3
Everette D. Alfred, Comm. Pct. #4
Patrick Swain, County Auditor

agenda-waiver&i

ACCT # NAME	YEAR	ENTITIES	LEVY	P&I THRU PMT DATE	LETTERS APPR	AMT OF WAIVER
034200-000/010304-00000 Fernando & Ester Padron	2018	1	\$370.69	\$55.60		\$55.60
		3	\$1,438.47	\$215.77		\$215.77
		47	\$336.45	\$50.47		\$50.47
		55	\$93.50	\$14.03		\$14.03
		TOTAL		\$2,239.11	\$335.87	
TOTAL			\$0.00	\$0.00		\$0.00
TOTAL			\$0.00	\$0.00		\$0.00
TOTAL			\$2,239.11	\$335.87		\$335.87

ATTACHMENT A
WAIVER OF P & I JEFFERSON COUNTY

TAXPAYER'S NAME ACCOUNT NUMBER	TOTAL LEVY PAID	WAIVER OF P & I REQUESTED
Fernando & Ester Padron 036080-000/000100-00000	\$370.69	\$55.60
TOTAL	<u>\$370.69</u>	<u>\$55.60</u>

ACCT # NAME	YEAR	ENTITIES	LEVY	P&I THRU PMT DATE	LETTERS APPR	AMT OF WAIVER
300016-000/245001-00100 MICHAEL J RITSEMA	2018	1	\$81.21	\$33.79		\$33.79
		49	\$49.08	\$20.41		\$20.41
		55	\$20.48	\$8.52		\$8.52
		87	\$18.69	\$7.77		\$7.77
		TOTAL		\$169.46	\$70.49	
300016-000/245001-00100 MICHAEL J RITSEMA	2017	1	\$31.21	\$45.47		\$45.47
		49	\$49.08	\$27.48		\$27.48
		55	\$20.39	\$11.42		\$11.42
		87	\$18.80	\$10.53		\$10.53
		TOTAL		\$169.48	\$94.90	
			\$0.00	\$0.00		\$0.00
TOTAL			\$338.94	\$165.39		\$165.39

ATTACHMENT A
WAIVER OF P & I JEFFERSON COUNTY

TAXPAYER'S NAME ACCOUNT NUMBER	TOTAL LEVY PAID	WAIVER OF P & I REQUESTED
Michael J Ritsema 300016-000 245001-00100	162.42	79.26
TOTAL	<u>162.42</u>	<u>79.26</u>

ACCT # NAME	YEAR	ENTITIES	LEVY	P&I THRU PMT DATE	LETTERS APPR	AMT OF WAIVER
036080-000/000100-00000 ASA HOLDINGS LP	2018	1	\$2,146.47	\$892.92		\$892.92
		4	\$7,610.44	\$3,165.95		\$3,165.95
		21	\$4,175.58	\$1,737.04		\$1,737.04
		41	\$674.41	\$280.55		\$280.55
		49	\$1,297.29	\$539.68		\$539.68
		55	\$541.46	\$225.24		\$225.24
TOTAL			\$16,445.65	\$6,841.38		\$6,841.38
TOTAL			\$0.00	\$0.00		\$0.00
TOTAL			\$0.00	\$0.00		\$0.00
TOTAL			\$16,445.65	\$6,841.38		\$6,841.38

ATTACHMENT A
WAIVER OF P & I JEFFERSON COUNTY

TAXPAYER'S NAME ACCOUNT NUMBER	TOTAL LEVY PAID	WAIVER OF P & I REQUESTED
ASA Holdings 036080-000/000100-00000	\$2146.47	\$892.92
TOTAL	<u>\$2146.47</u>	<u>\$892.92</u>

ACCT # NAME	YEAR	ENTITIES	LEVY	P&I THRU PMT DATE	LETTERS APPR	AMT OF WAIVER
300102-000/178403-00000 JAMES & BRANDY LEBLANC	2018	1	\$140.08	\$58.27		\$58.27
		3	\$543.58	\$226.12		\$226.12
		49	\$84.66	\$35.22		\$35.22
		55	\$35.34	\$14.70		\$14.70
		86	\$31.20	\$12.98		\$12.98
		TOTAL			\$834.86	\$347.29
300102-000/178403-00000 JAMES & BRANDY LEBLANC	2017	1	\$143	\$80.08		\$80.08
		3	\$554.91	\$310.75		\$310.75
		49	\$86.43	\$48.40		\$48.40
		55	\$35.90	\$20.10		\$20.10
		86	\$31.29	\$17.53		\$17.53
		TOTAL			\$851.53	\$476.86
300102-000/178403-00000 JAMES & BRANDY LEBLANC	2016	1	\$146.91	\$103.42		\$103.42
		3	\$573.32	\$403.61		\$403.61
		49	\$88.79	\$62.51		\$62.51
		55	\$36.89	\$25.97		\$25.97
		86	\$33.12	\$23.32		\$23.32
		TOTAL			\$879.03	\$618.83
TOTAL			\$2,565.42	\$1,442.98		\$1,442.98

**ATTACHMENT A
WAIVER OF P & I JEFFERSON COUNTY**

TAXPAYER'S NAME ACCOUNT NUMBER	TOTAL LEVY PAID	WAIVER OF P & I REQUESTED
James & Brandy LeBlanc 300102-000/178403-00000	\$429.99	\$241.77
TOTAL	<u>\$429.99</u>	<u>\$241.77</u>

ACCT # NAME	YEAR	ENTITIES	LEVY	P&I THRU PMT DATE	LETTERS APPR	AMT OF WAIVER
041000-000/003600-00000 THAD ANTHONY KIMBALL	2018	1	\$59.53	\$24.77		\$24.77
		4	\$211.07	\$87.80		\$87.80
		21	\$115.80	\$48.17		\$48.17
		41	\$18.70	\$7.78		\$7.78
		49	\$35.98	\$14.97		\$14.97
		55	\$15.02	\$6.24		\$6.24
TOTAL			\$456.10	\$189.73	-	\$189.73
TOTAL			\$0.00	\$0.00		\$0.00
TOTAL			\$0.00	\$0.00		\$0.00
TOTAL			\$456.10	\$189.73		\$189.73

ATTACHMENT A
WAIVER OF P & I JEFFERSON COUNTY

TAXPAYER'S NAME ACCOUNT NUMBER	TOTAL LEVY PAID	WAIVER OF P & I REQUESTED
Thad Anthony Kimball 041000-000/003600-00000	\$59.53	\$24.77
TOTAL	<u>\$59.53</u>	<u>\$24.77</u>

ACCT # NAME	YEAR	ENTITIES	LEVY	P&I THRU PMT DATE	LETTERS APPR	AMT OF WAIVER
066400-000/004550-00000 ERNEST ANTOINE SR	2013	1	\$13.80	\$4.22		\$4.22
		4	\$48.92	\$14.98		\$14.98
		21	\$26.84	\$8.21		\$8.21
		41	\$4.33	\$1.32		\$1.32
		49	\$8.34	\$2.55		\$2.55
		55	\$3.48	\$1.07		\$1.07
TOTAL			\$105.71	\$32.35		\$32.35
TOTAL			\$0.00	\$0.00		\$0.00
TOTAL			\$0.00	\$0.00		\$0.00
TOTAL			\$105.71	\$32.35		\$32.35

ATTACHMENT A
WAIVER OF P & I JEFFERSON COUNTY

TAXPAYER'S NAME ACCOUNT NUMBER	TOTAL LEVY PAID	WAIVER OF P & I REQUESTED
Ernest Antoine Sr 066400-000/004550-00000	13.80	4.22
TOTAL	<u>13.80</u>	<u>4.22</u>

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Thursday, August 22, 2019 8:35 AM
To: 'Commissioner Weaver' (bweaver@co.jefferson.tx.us)
Cc: 'Commissioner Arnold' (eddiarnold@co.jefferson.tx.us); 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us); 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); Don Rao (drao@co.jefferson.tx.us); Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); 'Mike Trahan' (mtrahan@co.jefferson.tx.us); 'katrina.purcell@beaumonttexas.gov'; stacey@soutexsurveyors.com; ggross@co.jefferson.tx.us
Subject: Tracts 2-A & 2-B, 5.004 (called 5.002) Acres of Land, a Re-plat of All of Lot 2 James Acres
Attachments: Replat Tracts 2-A & 2-B, James Acres_Comm Court.pdf; Replat Tracts 2-A & 2-B, James Acres_City of Bmt.pdf

Commissioner Weaver,

Attached is a PDF of Tracts 2-A & 2-B, 5.004 (called 5.002) Acres of Land, a Re-plat of All of Lot 2 James Acres, out of the William Carr Survey, Abstract No. 102, Jefferson County, Texas, located off Labelle Road in Precinct #2. This plat is in the Beaumont ETJ, it was reviewed by the City of Beaumont Planning & Zoning Commission and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, September 9th, 2019
 If you have any questions please contact either Don or myself.

Pepe Dominguez

Pepe Dominguez
 Jefferson County Engineering
 1149 Pearl 5th Floor
 Beaumont, TX 77701
 Offc. 409 835-8584
 Fax. 409 835-8718
 email: peped@co.jefferson.tx.us

Acknowledgment and certificate of dedication by the donor...

STATE OF TEXAS COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT I, JAMES E. THIGPEN, OWNER OF 5.004 ACRES OF LAND, ALL OF LOT 2 OF JAMES ACRES, F.P. 200202010, OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY, TEXAS...

WITNESSES MY HAND AND SEAL OF OFFICE, THIS 9th DAY OF July, A.D., 2019

STATE OF TEXAS COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES E. THIGPEN (OWNER), KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT...

Notary Public Seal for Stacy Garza, Notary Public in and for Jefferson County, Texas, My Commission Expires May 18, 2021

Certificate of County Approval

STATE OF TEXAS COUNTY OF JEFFERSON APPROVED BY THE COMMISSIONER COURT OF JEFFERSON COUNTY, TEXAS ON THE 19th DAY OF July, A.D., 2019

COMMISSIONER PRESENT NO. 1 JEFFERSON COUNTY, TEXAS COMMISSIONER PRESENT NO. 2 JEFFERSON COUNTY, TEXAS COMMISSIONER PRESENT NO. 3 JEFFERSON COUNTY, TEXAS COMMISSIONER PRESENT NO. 4 JEFFERSON COUNTY, TEXAS

COUNTY CLERK JEFFERSON COUNTY, TEXAS

STATE OF TEXAS COUNTY OF JEFFERSON

CERTIFICATE OF ENGINEERING

ANTHONY M. LEGER REGISTERED PROFESSIONAL LAND SURVEYOR (No. 5481)

DIRECTOR OF ENGINEERING



OPEN HEREIN MY HAND AND SEAL OF OFFICE, THIS 9th DAY OF July, A.D., 2019

SEAL OF THE CITY OF BEAUMONT, TEXAS

REPRESENTATION ON OTHER OCCUPATION WITH THIS SUBDIVISION MAY BEGUN UNTIL CITY OF BEAUMONT DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

THE SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CITY OF BEAUMONT'S AREA OF EXTRA TERRITORIAL JURISDICTION.

THE SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HAMBURG-PANETT SCHOOL DISTRICT.

EXTRA TERRITORIAL JURISDICTION: PLATTED PARCELS OF THE SUBDIVISION LIE WITHIN THE BOUNDARIES OF FLOOD ZONE "A" AS DETERMINED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, COMMUNITY PANEL # 58052202010.

UTILITIES: ELECTRICITY, GAS, WATER, AND SEWER ARE PROVIDED BY THE CITY OF BEAUMONT. PUBLIC UTILITY SERVICE WILL BE PROVIDED BY THE CITY OF BEAUMONT. CABLE UTILITY SERVICE WILL BE PROVIDED BY DISH.

SEWER: SEWERAGE: NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNLESS CONNECTED TO A SEWER SYSTEM OR TO AN IN-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

Drainage: DRAINAGE: THE PUBLIC UTILITIES WILL BE LOCATED ON THE TRACT OF LAND.

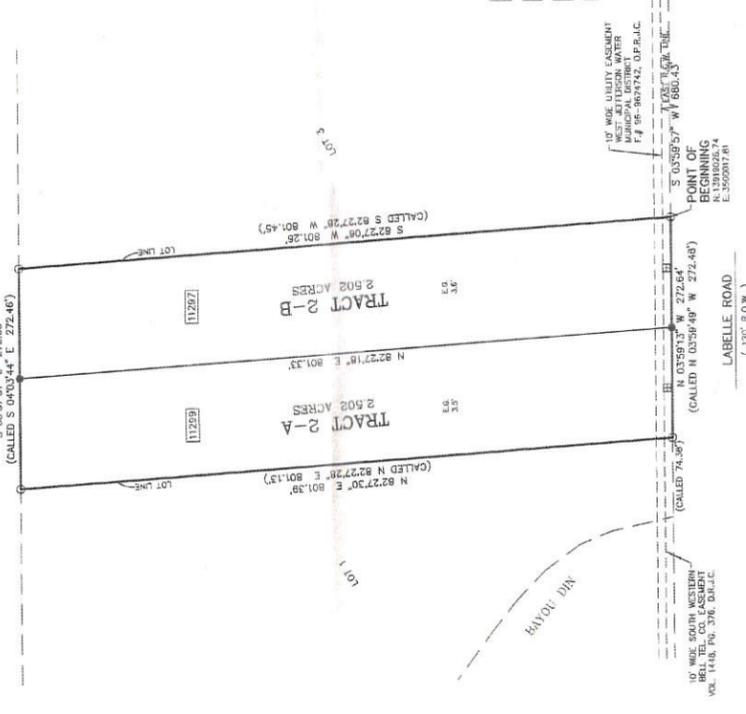
Other: FENCES: FENCES SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

CITY OF BEAUMONT PLANNING AND ZONING COMMISSION: APPROVED THIS 19th DAY OF July, 2019, BY THE CITY OF BEAUMONT PLANNING AND ZONING COMMISSION.

PLANNING COMMISSION SECRETARY: VAL FORBES, CITY CLERK OF BEAUMONT COUNTY, TEXAS

PLANNING COMMISSION: STRAWER, AD

TRACTS 2-A & 2-B 5.004 (CALLED 5.002) ACRES OF LAND REPLAT OF ALL OF LOT 2 JAMES ACRES JEFFERSON COUNTY, TEXAS



5.004 CALLED 5.002 ACRES OF LAND PART OF JAMES ACRES JEFFERSON COUNTY, TEXAS BEING 5.004 (CALLED 5.002) ACRES OF LAND, REPLAT OF LOT 2, JAMES ACRES, RECORDED IN FILE NO. 2018027016, OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY, TEXAS...

Table with 4 columns: Type of Facility, Usage Rate, Capacity, and Required Clear Area. Lists various utility facilities like Single Family, Multi-Family, etc.

Logo for SOUTEX SURVEYORS with contact information: 3737 Doctors Drive, Port Arthur, Texas 77642, Tel. 409.983.2004, Fax. 409.983.2005, soutexsurveyors.com

JOB NO. 19-0648 DRAWN BY: BRC-SR SHEET 1 OF 1 FEMA Flood Zone: AE Community Panel NO.: 480522-0270-C Parcel Date: 8/6/2022

- SHOWN NOTES: 1. SURVEYOR'S RELEVANCE MAP AND SURVEY ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983. 2. ELEVATIONS SHOWN ARE BASED ON NAVD83 DATUM. 3. ELEVATIONS SHOWN ARE NAVD83 DATUM. 4. ELEVATIONS SHOWN ARE NAVD83 DATUM. 5. ELEVATIONS SHOWN ARE NAVD83 DATUM.

**AGENDA ITEM****September 9, 2019**

Receive and file executed Memorandum of Understanding between Jefferson County, Texas and Port Arthur Independent School District for the cost associated with housing prisoners for Class B offenses and higher at the Jefferson County Correctional Facility, Pursuant to Section 791 of the Local Government Code.

**AGENDA ITEM****August 19, 2019**

Consider and possibly approve and authorize the County Judge to execute a Memorandum of Understanding between Jefferson County, Texas and Port Arthur Independent School District for the cost associated with housing prisoners for Class B offenses and higher at the Jefferson County Correctional Facility, Pursuant to Section 791 of the Local Government Code.

INTERGOVERNMENTAL CONTRACT BETWEEN
JEFFERSON COUNTY, TEXAS AND THE
PORT ARTHUR INDEPENDENT SCHOOL DISTRICT

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT is executed by and between the COUNTY OF JEFFERSON, STATE OF TEXAS, called "County," acting by and through its duly elected and qualified County Judge, and the PORT ARTHUR INDEPENDENT SCHOOL DISTRICT (Hereinafter Port Arthur ISD or PAISD), a Texas School District located in Jefferson County, Texas.

WHEREAS, it has been found and determined by the Commissioners' Court of Jefferson County, Texas, and by the Port Arthur ISD, that it is advantageous to each named governmental entity that services be exchanged between the County and PAISD with regard to the governmental functions hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens of each such governmental entity with regard to the described governmental functions; and

WHEREAS, it is agreed by the governing bodies of the County and Port Arthur ISD that the consideration moving between the parties in support of this agreement is the exchange of services as herein contemplated:

NOW THEREFORE, in consideration of the covenants, conditions and undertakings hereinafter described, it is agreed:

1. The contractual relationship created in this agreement shall begin on August 15, 2019 and shall continue until and through August 15, 2021. Thereafter, the contract shall continue from year to year thereafter until terminated by either of the parties in accordance with Paragraph 7 and will automatically renew according to the terms and conditions herein unless terminated by giving written notice as outlined herein below.

2. The County and PAISD, in paying for the performance of governmental functions and services described in this contract, shall make payment therefor from current revenues available to the paying party.

3. The authority of each political subdivision to perform a contractual service under this contract includes the authority to apply the rules, regulations, and ordinances of the political subdivision providing the service or services contemplated by this agreement.

4. During the existence of this contractual relationship, County shall maintain a jail facility which will, as nearly as possible, conform to the physical and operational requirement of Chapter 351 and Section 351.001 of the Texas Local Government Code. All property, real and personal, necessary to the maintenance and operation of such jail, and all personnel required for the operation of such facility shall be furnished by County at the expense of County. Port Arthur ISD may, at its option, lodge all persons of legal age arrested by PAISD officers who are to be detained in the jail facilities of County. The detention of such person in the County Jail shall be subject to the control of the appropriate court with whom an information, complaint, indictment, or other legal process may be filed.

5. It is specifically agreed that the jail facilities of County shall remain under the control of the Commissioners' Court of Jefferson County, Texas, and that the Sheriff of Jefferson

County, Texas shall maintain authority and her responsibility arising out of the statutes of this state to exercise full control over the operation of the jail facility. In a period of emergency, when the jail facility becomes overcrowded or if other conditions arise which make it necessary for the sheriff of the County to restrict the number of prisoners placed within the facility, then, during such emergency, the sheriff may, decline to imprison or release those people charged with Class C misdemeanors in the Municipal Court of City. The extent and duration of the emergency shall be determined by the Sheriff of Jefferson County and her determination in that regard shall be final and not subject to review by the governmental bodies of City or PAISD.

A. CLASS C OFFENSES

A1. It is mutually agreed between the parties hereto that upon presentation by a PAISD police officer of a PAISD prisoner of legal age, for a Class C Offense, Sheriff may book the city prisoner in the Jefferson County Jail, once the prisoner is medically cleared, and will be responsible for the care and custody of the city prisoner and his or her property. Billing costs and fees of the prisoner will begin at the time of book-in. The Sheriff further agrees that she will not release from custody a PAISD prisoner who has been booked into the Jefferson County Jail until his or her release is lawfully ordered, or a bail bond or recognizance is furnished, or such prisoner is released to PAISD or other responsible officials or parties.

A2. PAISD shall pay to the County for the housing of city prisoners at \$108.00 per day payable monthly. That \$108.00 per day charge will be broken down into six-hour segments at \$27.00/segment for any day, after the first day, until the prisoner is released. The \$27.00/day charge will apply to any part of any 6 hour segment of a day until released.

A3. Should a prisoner detained and/or incarcerated hereunder require medical treatment in a hospital, then, in the sole discretion of the medical staff in charge of the county infirmary, expenses of such emergency or extraordinary medical or surgical treatment shall be the responsibility of PAISD. Charges for such treatment will be forwarded to the City as a part of each scheduled billing as outlined herein.

A4. PAISD police department shall be responsible for the transportation of prisoners from the jail to the City Municipal Court or other facility designated by PAISD.

A5. It is further agreed that during the term of this agreement, PAISD will be solely responsible for collecting any fines and or bonds assessed by the City's Municipal Court against any inmate who is the subject of this agreement.

A6. In the furnishing of jail facilities under this contract, any civil liability relating to the furnishing of those services shall be the responsibility of the governmental unit which would be responsible for furnishing such services in the absence of this contract or agreement.

B. CLASS B OR HIGHER OFFENSES

B1. **Definitions:** For the purposes of this Agreement, the following definitions apply:

Arraignment: The arraignment hearing is where the magistrate orders the prisoner committed to the Sheriff pursuant to CCP 16.20. This does not include the initial Article 15.17 Appearance hearing or the bail bond hearing.

Bail Bond Hearing: governed by CCP Article 17.

CCP: means the Texas Code of Criminal Procedure.

County Prisoner: A person becomes a County prisoner if 1) charged by the District Attorney, 2) arrested under warrant for Class B offense or higher, or 3) by order of commitment to the Sheriff by a magistrate per Article 16.20 under the Texas Code of Criminal Procedure.

Facility: The Jefferson County Correctional Facility

Initial Appearance: The initial appearance is governed by the Texas Code of Criminal Procedure 14.06 and 15.17. The Initial Appearance does not include the bail bond hearing under CCP article 17 nor the arraignment hearing under CCP 16.20.

B2. It is mutually agreed between the parties hereto that, upon presentation by a PAISD police officer of a prisoner, for a Class B Offense or higher, the Sheriff may book the prisoner in the Jefferson County Jail once the prisoner is medically cleared and will then be responsible for the care and custody of the prisoner and his or her property. Billing costs and fees of the prisoner will begin at the time of book-in. The Sheriff further agrees that she will not release from custody a prisoner who has been booked into the Jefferson County Jail until his or her release is lawfully ordered, or a bail bond or recognizance is furnished, or such prisoner is released to the city or other responsible officials or parties.

B3. If the prisoner is booked in to the facility under a Jefferson County arrest warrant, the prisoner will be booked in as a county prisoner. All other prisoners booked in to the facility under a Class B offense or higher will be billed to the city upon book-in for costs as described in paragraphs B4 and B5 until time he or she is released or becomes a County prisoner as that term is defined herein.

B4. PAISD shall pay to the County for the housing of prisoners for Class B offenses and higher at \$108.00 per day payable monthly. That \$27.00 per day charge will be broken down into six-hour segments at \$27.00/segment for any day, after the first day, until the prisoner is released or becomes a County prisoner. The \$108.00/day charge will apply to any part of any day until released or charged as a County prisoner.

B5. Should a prisoner detained and/or incarcerated hereunder require medical treatment in a hospital in the sole discretion of the medical staff in charge of the county infirmary, expenses

of such emergency or extraordinary medical or surgical treatment shall be the responsibility of PAISD until time the prisoner is released or becomes a County prisoner.

6. The fee, as established by Paragraphs A2, A3, B4 and B5, and commencing August 15, 2019 shall be adjusted annually on each July 31st thereafter based on the Consumer Price Index (CPI) but shall not exceed three percent (3%), plus or minus.

7. Either PAISD or County may, upon 30-day advance notice in writing, terminate this contract.

8. The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas. By the execution of this Contract, neither County or PAISD waive defenses of governmental immunity to tort liability available to each of them under the laws of the State of Texas or the United States.

9. All claims, disputes and other matters in question arising out of or relating to this contract shall be heard by mediation or non-binding arbitration pursuant to the Texas Arbitration Dispute Resolution Act prior to any filing of any claim in a Texas court. Each party shall pay its own legal and other costs relating to the mediation or the non-binding arbitration regardless of the outcome of the mediation or the non-binding arbitration.

EXECUTED the day and year above written.

ATTEST:

Jefferson County, Texas

JEFFERSON COUNTY DETENTION CENTER



ZENA STEPHENS, Sheriff
Jefferson County, Texas



ATTEST:

A. Good - Chief Deputy
Jefferson County, Texas

JEFFERSON COUNTY, TEXAS

Jeff Branick
By: JEFF BRANICK
County Judge

ATTEST:

Port Arthur ISD

PORT ARTHUR ISD

Dr. Mark Porterie
By: DR. MARK PORTERIE
Superintendent



Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the ____ day of _____, 2019, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

**Resolution Concerning Authority of Jefferson County
to Regulate Game Rooms**

WHEREAS, previously, counties did not have the authority to enact ordinances and are only empowered to pass regulations that are legislatively or constitutionally authorized; and

WHEREAS, the Texas Legislature has granted all counties legislative authority to regulate game rooms pursuant to Chapter 234, subchapter E of the Texas Local Government Code; and

WHEREAS, illegal game room operations in Jefferson County have dramatically increased since 2015 when the Legislature amended the statute to allow most counties adjacent to Harris County to regulate game rooms; and

WHEREAS, unregulated game rooms in Jefferson County violate State gambling laws, generally operate behind locked doors and are not open to the public, generate large amounts of income that are not taxed, and are epicenters for many other criminal activities including, but not limited to capital murder, armed robbery, prostitution, other personal and property crimes, weapon offenses, illicit drug use and drug trafficking, money laundering, fraud, organized crime, and public corruption; and

WHEREAS, unregulated game rooms, operated illegally, constitute public and private nuisances that adversely impact surrounding property owners and occupants, and the community as a whole; and

WHEREAS, to circumvent undercover investigations, operators of these illegal game rooms have changed their business models by restricting access to allow only members or known referrals, thereby preventing law enforcement agencies from gaining access to shut down illegal activities; and

WHEREAS, Jefferson County desires to reduce the adverse secondary effects of illicit game rooms and find that it is in the best interest of and for the protection of Jefferson County citizens that game room activity be strictly regulated that such game room operators be required to secure a permit to conduct business within Jefferson County; and that Jefferson County be authorized to pursue violators both civilly and criminally;

NOW THEREFORE, be it resolved that the Commissioner's Court of Jefferson County, Texas hereby adopts the Jefferson County Game Room Regulations and Application as allowed by the Texas Legislature through Texas Local Government Code Section 234.

Signed this ____ of _____, 2019.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**APPLICATION FOR USE OF JEFFERSON COUNTY
HOTEL OCCUPANCY TAX FUNDS
(FOR ADVERTISING AND PROMOTION FUNDING)**

Thank you for your interest in promoting tourism and the hotel industry in Jefferson County through the utilization of county Hotel Occupancy Tax (HOT) funds. The use of HOT funds is regulated by law (Tax code 352-1033), which limits the use of those funds for the direct enhancement and promotion of tourism AND the convention and hotel industry. **To determine eligibility, the following section of this tax code which pertains to advertising/promotion must apply to your application. "Advertise and conduct solicitations and promotional programs to attract tourists and conventions delegates or registrants to the county or its vicinity, any of which may be conducted by the county or through contracts with persons or organizations selected by the county.** In addition, a county that borders the Gulf of Mexico and that is authorized to impose the tax by Section 352.002(a)(6) may use 50% or less of the revenue from the tax for the promotion of tourism.

I. CRITERIA

A. General Information

1. Name of Organization Lamar State College Port Arthur

2. What specifically is being marketed or promoted? I.e. facility, event, etc.
Lamar State College Port Arthur's Sabine Showdown Fishing
Tournament. This is a fund raiser for student scholarships.

3. Total Amount of Funds Requested by this Grant? \$750

4. What is the organization's financial contribution for this project/event?
\$29,000

ORIGINAL

Rec 7-8-19 KH

**APPLICATION FOR USE OF JEFFERSON COUNTY
HOTEL OCCUPANCY TAX FUNDS
(FOR ADVERTISING AND PROMOTION FUNDING)**

Thank you for your interest in promoting tourism and the hotel industry in Jefferson County through the utilization of county Hotel Occupancy Tax (HOT) funds. The use of HOT funds is regulated by law (Tax code 352-1033), which limits the use of those funds for the direct enhancement and promotion of tourism AND the convention and hotel industry. **To determine eligibility, the following section of this tax code which pertains to advertising/promotion must apply to your application.** "Advertise and conduct solicitations and promotional programs to attract tourists and conventions delegates or registrants to the county or its vicinity, any of which may be conducted by the county or through contracts with persons or organizations selected by the county. In addition, a county that borders the Gulf of Mexico and that is authorized to impose the tax by Section 352.002(a)(6) may use 50% or less of the revenue from the tax for the promotion of tourism.

I. CRITERIA

A. General Information

1. Name of Organization Lamar State College Port Arthur

2. What specifically is being marketed or promoted? I.e. facility, event, etc.
Lamar State College Port Arthur's Sabine Showdown Fishing Tournament. This is a fund raiser for student scholarships.

3. Total Amount of Funds Requested by this Grant? \$750

4. What is the organization's financial contribution for this project/event?
\$29,000

ORIGINAL

Rec 7-8-19 KH

5. What other funding sources are being pursued or sought? _____
~~Corporate Sponsorships, team registration, gifts in kind~~ _____

6. Date of Event if applicable. Please ensure that you are requesting funds far enough in advance to be able to accomplish the goals for which you are requesting funds.
~~Captain's Dinner 9/13/19~~ _____
~~Tournament 9/14/19~~ _____

7. Which hotel/s have you negotiated a special rate if this funding request is being used for an event? Please list hotel/s (do not list rates).
~~Hampton Inn, Port Arthur~~ _____

8. Completion date of project 9/14/19 _____

II. VISITOR IMPACT

A. Provide numbers for the following:

1. Total visitors/participants: previous year N/A
 expected this year 250

IV. MARKETING PLANS

A. How will your organization enhance the promotion of tourism AND the convention /hotel industry in Jefferson County?

By promoting the event held here in Jefferson County and utilizing local hotels.

B. What media will be used in your advertising and promotion? Please provide a detailed list of the media to be used, i.e. Houston Chronicle, KHOU, Southern Living, etc. **(Must be outside 75-mile radius of Jefferson County)**

targeted social media

By signing this application, I, individually and on behalf of my organization, represent and agree that:

1. I have full authority to execute this application on behalf of myself, group, and organization;
2. Any funds allocated out of Hotel Occupancy Tax monies will be used solely in the manner set forth in the award letter;
3. I as a representative and my organization will, within 60 days following the date of my/our project/event, provide a complete and detailed accounting to the Jefferson County Tourism Commission, c/o Kathi Hughes, in such form as may be provided/requested;
4. Failure to provide the report within 60 days and/or to use the allocated monies solely for the purposes for which such funds were awarded shall render me and my group/organization liable for reimbursement to Jefferson County of all such funds, plus reasonable court costs and attorney fees.
5. Please submit a W-9 Form with application.

Date 6/27/19

Name of Organization Representative Completing Form

Signature	_____
Title	<u>Director of Athletics</u>
Phone Number	<u>409-984-6292</u>
Federal Tax ID	<u>76-0658056</u>
Address	<u>Box 310</u>
	<u>Port Arthur, TX 77641</u>
E-mail	<u>streetsa@lamarpa.edu</u>
W-9 Attached	<u>yes</u>

Return Form to: Ben J. Rogers Regional Visitors Center
 Attn: Kathi Weathington Hughes
 5055 IH-10 South
 Beaumont, Texas 77705

Questions in regard to the application should be forwarded to Mrs. Kathi Hughes at 409-842-0500 or 866-432-8951.

SPECIAL NOTE: Grants of hotel occupancy tax revenues may statutorily be used only for the promotion of tourism. Expenditure of funds for unauthorized purposes may result in recapture and/or enter into funding decisions in future funding cycles.

#770

08/22/2019 15:03 4898420581 REGIONAL VISITORS PAGE 02

Revised 1-22-18

Date 6/27/19

Name of Organization Representative Completing Form _____

Signature [Signature]

Title Director of Athletics

Phone Number 409-984-6292

Federal Tax ID 76-0658056

Address Box 310
Port Arthur, TX 77641

E-mail streetsa@lamarpa.edu

W-9 Attached yes

Return Form to: Ben J. Rogers Regional Visitors Center
Attn: Kathi Weathington Hughes
5055 IH-10 South
Beaumont, Texas 77705

Questions in regard to the application should be forwarded to Mrs. Kathi Hughes at 409-842-0500 or 866-432-8951:

SPECIAL NOTE: Grants of hotel occupancy tax revenues may statutorily be used only for the promotion of tourism. Expenditure of funds for unauthorized purposes may result in recapture and/or enter into funding decisions in future funding cycles.

ORIGINAL

KH Rec 9-6-19

Kathi Hughes

From: Scott A. Street <streetsa@lamarpa.edu>
Sent: Friday, September 6, 2019 10:49 AM
To: Kathi Hughes
Subject: Signature
Attachments: 20190906_104621.jpg

Thank you!

Sent from my Verizon, Samsung Galaxy smartphone

CONFIDENTIALITY: Any information contained in this e-mail (including attachments) is the property of The State of Texas and unauthorized disclosure or use is prohibited. Sending, receiving or forwarding of confidential, proprietary and privileged information is prohibited under Lamar State College-Port Arthur (MEMBER THE TEXAS STATE UNIVERSITY SYSTEM) Policy. If you received this e-mail in error, please notify the sender and delete this e-mail from your system.

**EMERGENCY GRANT REQUEST ADDENDUM
OF JEFFERSON COUNTY
HOTEL OCCUPANCY TAX (HOT) FUNDS**

Jefferson County Hotel Occupancy Tax funds are given as grants twice per year. These funds must be used to directly enhance the tourism and hotel industry in Jefferson County. The spring cycle applications are due the **first Friday in March** with the fall cycle applications due the **first Friday in September**. Press releases are sent out to the media and all former applicants at two week intervals starting eight weeks from the due date.

Emergency Request: A new tourism related event or project that was unknown prior to the last grant cycle.

Please give written explanation as to why this is an emergency request. Attach this to the completed application when submitting.

The Lamar State College Port Arthur's Sabine Showdown date was not confirmed until after the deadline for submission of the grant in March.

ORIGINAL

Rec 8-1-19KH

Commission Chair
Beverly Parker Ph.D

Vice Chairman
Bill Bianchi



Members
Rodney Ames
Dee Richard Chevis
Glenda Chilo
Dean Conwell
Christine Delgadillo-
Crawford
Diana LaBorde
Tammy Kotzur
Beverly Miller
Monica Roberts
Gail Shook
Fred Vernon II
Chad Womack

Ben J. Rogers Regional Visitors Center

August 22, 2019

Mr. Scott Street
Lamar State College-Port Arthur
P.O. Box 310
Port Arthur, TX 77641

Dear Mr. Street,
Congratulations! Your request to the Jefferson County Tourism Committee for grant funds has been approved for specific items. These grant funds are provided by the county Hotel Occupancy Tax.

Funds of \$750 have been allocated for the following specific items from your request:

Lamar State College-Port Arthur Sabine Showdown Fishing Tournament

These funds are to be utilized for the purposes specified only.

Line Item Amounts (please initial by each item):

_____ \$750 for Sabine Showdown Fishing Tournament, fundraiser for student scholarship

*All advertising material must include hotel information and CVB website information. All advertising must be utilized outside a 75-mile radius of Jefferson County.

Any funds not used for these specific items must be returned to the JCTC. By negotiating the award check you will acknowledge that you will provide a full accounting of how the funds are spent, including receipts, copies of ads, etc on the attached "Follow-up Report" within sixty (60) days of the completion of the project.

Failure to utilize these funds as specified or to provide the required accounting will jeopardize future grant consideration and will result in a demand for the return of all funds awarded.

We appreciate you being a partner in promoting convention and tourism business for Jefferson County. If you have any questions regarding this grant, please contact Kathi Hughes at 409-842-0500.

Sincerely,

Beverly Parker, Chairman
Jefferson County Tourism Committee

ORIGINAL

State of Texas

CONTRACT

County of Jefferson

This CONTRACT agreement is made and entered into by and between the Jefferson County, a body corporate and politic under the laws of the State of Texas, referred to as "GRANTOR" and Scott Street _____ for and behalf of Lamar State College -Port Arthur referred to as "GRANTEE" according to the following terms and conditions:

1. Grantor will allocate funds to Grantee in the amount of \$ 750.
2. Grantee acknowledges receipt of the grant funds and covenants and agrees that the grant funds will be utilized only for the specific purpose of Sabine Showdown Fishing Tournament, a student fundraiser, for an event which is to be held on September 14, 2019 at Lake Sabine, Texas in accordance with the terms of the application which GRANTEE submitted to GRANTOR and pursuant to Tax Code 352.1033;
3. GRANTEE will, on or before November 14, 2019, (60th day following the event,) provide a complete and detailed accounting to the Jefferson County Tourism Committee, c/o Kathi Hughes, 5055 I-10 South, Beaumont, TX 77705. GRANTEE acknowledges that he/she fully understands that GRANTOR is allocating this grant in reliance upon the representations and covenants contained in GRANTEE'S application, which is incorporated herein by reference. The details that are to be contained in this follow-up report are outlined in Exhibit A which is attached hereto and incorporated herein;
4. GRANTEE further agrees that in the event the required follow-up report is not properly or timely submitted, GRANTEE shall refund the full amount of the grant upon demand by the GRANTOR;
5. The person submitting the application on behalf of GRANTEE will be individually and jointly liable for compliance with all terms of this CONTRACT in the event the GRANTEE organization does not comply;
6. Any disputes regarding this CONTRACT will be resolved in a court of competent jurisdiction in Jefferson County, Texas and according to Texas law and GRANTEE may be liable for all costs of court, attorney fees and any other damages allowed in law or in equity.

GRANTEE:

Print Name

Signature

Title:

Phone Number:

Address

FAX:

E-mail

GRANTOR:

By: Jefferson County Tourism Committee

ORIGINAL

Regular, September 09, 2019

There being no further business to come before the Court at this time,
same is now here adjourned on this date, September 09, 2019