

*Notice of Meeting and Agenda and Minutes  
September 17, 2019*

**SPECIAL, 9/17/2019 10:30:00 AM**

BE IT REMEMBERED that on September 17, 2019, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

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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 17, 2019**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **17th 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 **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

9:00 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071.

9:30 a.m.-WORKSHOP- To receive updated information from Johnson Controls on the Energy Conservation Project for the County.

**INVOCATION: Eddie Arnold, Commissioner, Precinct One**

**PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two**

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**PURCHASING:**

1. Receive and file bid for (IFB 19-041/YS), Term Contract for Hydrated Lime for Jefferson County.

**SEE ATTACHMENTS ON PAGES 11 - 61**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

2. Consider and approve specifications for (IFB 19-047/YS), Term Contract for Liquid Soil Stabilizer for Jefferson County.

**SEE ATTACHMENTS ON PAGES 62 - 102**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**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 19-041/YS), Term Contract for Hydrated Lime for Jefferson County with Lhoist North America, as shown on Attachment A.

**SEE ATTACHMENTS ON PAGES 103 - 105**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

4. Execute, receive, and file Lease Agreements for (RFP 19-032/YS), Lease of Properties Acquired as a Result of Buy-Out with Cristy Cornwell, Michael Clark, Shayna Harper, James Hickman, and Brandon Kelley.

**SEE ATTACHMENTS ON PAGES 106 - 125**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

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5. Consider and approve a due date extension for (RFQ 19-046/JW) Telecommunications & Information Technology Performance Management Program for Jefferson County from 11:00 am CT, Tuesday, October 15, 2019 to 11:00 am CT, Wednesday, October 16, 2019.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

6. Consider and approve, execute, receive and file Change Order No. 2 for (IFB 19-021/JW) Ford Fields Concession Stand with N & T Construction Co., Inc. for an increase of (42) working days due to the project start date being delayed (from July 9, 2019 to August 20, 2019) to receive a confirmation from the City of Beaumont that a building permit was not required for the project; bringing the number of working days for this project from (180) days up to (222) days. This change order does not change the cost of the project.

**SEE ATTACHMENTS ON PAGES 126 - 127**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

7. Consider and approve, execute, receive and file an Alarm Services Agreement (Agreement 19-048/DC) with Grinnell Computers & Security and Jefferson County for security and fire alarm monitoring at the Ben J. Rogers Regional Visitors Center in the amount of \$719.76 annually for a three (3) year period.

**SEE ATTACHMENTS ON PAGES 128 - 128**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

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8. Consider, approve, and execute an agreement (Agreement 19-049/JW) with Sirius Computer Solutions, Inc. for a P8 2000 Ipm Cabinet Printer with Ethernet for the MIS Department, for a cost of \$12,799.44.

**SEE ATTACHMENTS ON PAGES 129 - 132**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

9. Consider and approve donation of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

**SEE ATTACHMENTS ON PAGES 133 - 135**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**COUNTY AIRPORT:**

10. Consider and possibly approve FY2020 TxDOT Routine Airport Maintenance Program (RAMP) Grant for Jack Brooks Regional Airport. This grant will be used for the maintenance and improvement of airport pavements, signage, drainage, fencing, herbicides, hangars and terminal buildings. This grant is a 50% match, up to \$50,000.

**SEE ATTACHMENTS ON PAGES 136 - 147**

**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:**

11. Consider and approve budget transfer - District Clerk - additional cost for travel.

120-2031-414-5062	TRAVEL EXPENSE	\$780.00	
120-2031-414-3078	OFFICE SUPPLIES		\$780.00

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**SEE ATTACHMENTS ON PAGES 148 - 148**

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

12. Consider and approve budget transfer - District Clerk - replacement of computer.

120-2031-414-6002	COMPUTER EQUIPMENT	\$1,075.00	
120-2031-414-3078	OFFICE SUPPLIES		\$1,075.00

**SEE ATTACHMENTS ON PAGES 149 - 156**

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

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

120-5074-441-5006	BURIALS	\$18,000.00	
120-5075-441-5006	BURIALS	\$6,000.00	
120-5075-441-1002	ASSISTANTS & CLERKS		\$12,000.00
120-5075-441-1035	NURSE		\$12,000.00

**SEE ATTACHMENTS ON PAGES 157 - 157**

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

14. Consider and approve budget amendment - Indigent Health - additional cost for pharmaceuticals.

120-5079-442-3049	PHARMACEUTICAL SUPPLIES	\$30,100.00	
120-5079-442-1005	EXTRA HELP		\$20,000.00
120-5079-442-3078	OFFICE SUPPLIES		\$1,300.00
120-5074-441-5077	CONTRACTUAL SERVICE		\$3,000.00
120-5075-441-5077	CONTRACTUAL SERVICE		\$3,000.00

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120-5074-441-5082	RELIEF-FOOD		\$200.00
120-5075-441-5082	RELIEF-FOOD		\$200.00
120-5074-441-5083	RELIEF-GAS		\$150.00
120-5075-441-5083	RELIEF-GAS		\$150.00
120-5074-441-5084	RELIEF-WATER		\$300.00
120-5075-441-5084	RELIEF-WATER		\$300.00
120-5074-441-5085	RELIEF-ELECTRICITY		\$750.00
120-5075-441-5085	RELIEF-ELECTRICITY		\$750.00

**SEE ATTACHMENTS ON PAGES 158 - 158**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

15. Consider and approve budget transfer - Engineering - additional cost for vehicle repairs.

115-0501-431-4008	AUTOMOBILES AND TRUCKS	\$500.00	
115-0501-431-3011	COMPUTER - SOFTWARE		\$500.00

**SEE ATTACHMENTS ON PAGES 159 - 159**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

16. Consider and approve budget amendment - Purchasing - additional cost for advertising.

120-1022-415-5001	ADVERTISING	\$5,000.00	
120-1018-419-3078	OFFICE SUPPLIES		\$5,000.00

**SEE ATTACHMENTS ON PAGES 160 - 160**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

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17. Consider and approve third amendment to the Management Agreement of the Ford Entertainment Complex for Jefferson County with Global Spectrum, L.P. d/b/a Spectra Venue Management. Amendment revises audit requirements.

**SEE ATTACHMENTS ON PAGES 161 - 161**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

18. Consider and approve electronic disbursement for \$642.82 to Texas Department of Criminal Justice for September insurance reimbursement.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

19. Consider and approve Sheriff and Constables' Fees to be effective January 1, 2020.

**SEE ATTACHMENTS ON PAGES 162 - 162**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

20. Regular County Bills - check #463337 through checks #463600.

**SEE ATTACHMENTS ON PAGES 163 - 172**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

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**COUNTY COMMISSIONERS:**

21. Consider, possibly approve and authorize the County Judge to execute Interlocal Contract Southeast Texas Auto Theft Task Force.

**SEE ATTACHMENTS ON PAGES 173 - 215**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

22. Consider, possibly approve and authorize the County Judge to execute an Affiliation Agreement between Lamar Institute of Technology and Jefferson County Public Health Department for Pharmacy students.

**SEE ATTACHMENTS ON PAGES 216 - 222**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

23. Consider and possibly approve a Resolution Concerning Authority of Jefferson County to Regulate Game Rooms pursuant to Local Government Code Sec. 234.

**SEE ATTACHMENTS ON PAGES 223 - 224**

**Action: TABLED**

24. Consider and possibly approve a Resolution to Nominate a New Director to the Board of Directors of the Jefferson County Central Appraisal District as Provided by Section 6.03(I) of the Property Tax Code.

**SEE ATTACHMENTS ON PAGES 225 - 225**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

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25. 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.

**OPEN PUBLIC HEARING 10:45AM HEARING NONE / CLOSED**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

26. Consider and approve the following RV Rates at Walter Umphrey State Park to be effective 10/01/2019

**SEE ATTACHMENTS ON PAGES 226 - 227**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**ADDENDUMS**

27. Consider and possibly approve charges for persons wishing to camp in the RV area at Walter Umphrey Park effective October 1, 2019, pursuant to Sec. 320, Texas Local Government Code. Rates shall be per tent as follows: \$10 per day \$ \_\_\_\_\_ per week \$ \_\_\_\_\_ per month

**Action: TABLED**

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



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

## LEGAL NOTICE

### Advertisement for Invitation for Bids

August 12, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-041/YS, Term Contract for Hydrated Lime 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 Hydrated Lime for Jefferson County**

**BID NO:** **IFB 19-041/YS**

**DUE DATE/TIME:** **11:00 AM CT, Tuesday, September 10, 2019**

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

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

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

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

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

A handwritten signature in black ink that reads "Deborah Clark".

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – August 14, 2019 and August 21, 2019

**IFB 19-041/YS**  
**Term Contract for Hydrated Lime for Jefferson County**  
**Bids due: 11:00 AM CT, Tuesday, September 10, 2019**

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**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

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### 1. Bid Submission

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

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

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

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

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

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

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

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

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

### 3. Courthouse Security

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

### 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

### 5. Signatures

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

**6. County Holidays – 2019:**

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

**7. Rejection or Withdrawal**

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

**8. Emergency/Declared Disaster Requirements**

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

**9. Award**

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

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

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

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

#### **10. Contract**

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

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

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

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

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

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

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

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

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

#### **15. Specifications**

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

#### **16. Delivery**

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

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

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

**18. Currency**

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

**19. Pricing**

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

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

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

**21. Certification**

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

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

**22. Definitions**

"County" – Jefferson County, Texas.

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

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

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

## General Conditions of Bidding and Terms of Contract

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **1.20 Confidential/Proprietary Information**

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

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

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

### **2. Performance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2.15 Material Safety Data Sheets.** Under the "Hazardous Communications Act," commonly 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 receipt and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

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

### **4. Contract**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a

subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **M. ACCESS TO RECORDS**

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

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

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

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

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

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

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

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

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

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

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

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)**

**4. Multiple Vendor Award**

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

**5. Delivery**

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

**6. Payment**

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

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

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

**7. Usage Reports**

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

**8. Insurance**

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

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

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

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

### **Minimum Insurance Requirements:**

<b>Public Liability, including Products &amp; Completed Operations</b>	\$1,000,000
<b>Excess Liability</b>	\$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

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 19-041/YS.

### **General**

It is the intent of the following minimum specifications to describe Hydrated Lime for Jefferson County and to establish an annual fixed price contract for the purchase of these items on an "as-needed basis." Brand names, where used, are for descriptive purposes. Bidder shall assume specifications to read "or approved equal or better." Alternate brands bid shall be named in the submitted bid. Jefferson County retains sole discretion in determining whether item(s) bid will be considered "equal" or "better."

### **Description**

All work under this contract shall be performed in accordance with all the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Jefferson County. Therefore, the contractor shall, at all times, maintain direct and open communication with the appropriate representative of Jefferson County.

### **Scope**

Vendor shall provide hydrated lime for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year from date of award with an option to renew for four (4) additional years.

Sealed tank truck with applicator bar, or as required, delivery shall be quoted price per ton F.O.B. delivered to various locations in Jefferson County, with delivery prepaid and allowed. Bidder bears freight charges.

The County shall reserve the right to reject the bid of any vendor who does not have certified scales, which shall be certified by the Weights and Measures Division of the Department of Agriculture of the State of Texas, or certified by a company duly registered with the said Department of Agriculture. Each load of material sold on a unit weight basis shall be weighed on certified scales. Minimum orders are not acceptable. Alternate bids are not solicited and shall be summarily rejected.

### **The application rate is 31 lbs./SY (7%).**

The successful bidder shall deliver hydrated lime sealed in tank trucks with application bars (spreader bars). Application bars cannot be used in the distribution of "pebble" quicklime, and this product must be "belly dumped." You should be aware that dry lime is very "dust"

### **Contract**

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

### **Description**

This item establishes the requirements for hydrated lime, quicklime and commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed materials or mixtures for subgrade, sub-base and base construction.

### **Types**

The various types and grades of lime and lime slurry are identified as follows:

<b>Type A – Hydrated Lime</b>	A dry powdered material consisting essentially of calcium hydroxide.
<b>Type B – Commercial Lime Slurry</b>	A liquid mixture of essentially hydrated lime solids and water in slurry form.
<b>Type C - Quicklime</b>	A dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
<b>Grade DS</b>	"Pebble" quicklime of a gradation suitable for either "Dry Placing" or for use in the preparation of a slurry for "Wet Placing."
<b>Grade S</b>	Finely-graded quicklime for use in the preparation of a slurry for wet placing.

The lime being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

A. Chemical Composition:	Type A	Type B	Type C
Total "active" lime content, percent by weight (i.e., % by wt. Ca(OH) <sub>2</sub> + % by wt. CaO, if present)	90.0 min. <sup>1</sup>	87.0 min. <sup>2</sup>	—
Unhydrated lime content, percent by weight "Free Water" content, percent by weight	5.0 max. 5.0 max.	— —	87.0 min. —
B. Sizing:	Type A	Type B	Type C
1) Wet sieve requirement, as percent by weight residue:			
Retained on No. 6 (3360 micron) sieve:	0.2 max. <b>Type A</b>	0.2 max. <sup>2</sup> <b>Type B</b>	8.0 max. <sup>3</sup> <b>Type C</b>
2) Dry sieve requirement, as percent by weight residue:			
Retained on a 1-inch (25 mm) sieve:	—	—	0.0
Retained on a $\frac{3}{4}$ -inch (19.0 mm) sieve:	—	—	10.0 max.
Retained on a No. 100 (150 micron) sieve:	—	—	Grade DS 80% min. Grade S – No Limits

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.

Note 2: In "solids content" of the slurry.

Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime or Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as prescribed by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

## Bidder Information Form

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

**Bid Name & Number:** Term Contract for Hydrated Lime for Jefferson County (IFB 19-041/YS)

**Bidder's Company/Business Name:** Hoist North America

**Bidder's TAX ID Number:** 15-2405810

**Contact Person:** Armando Sotelo      **Title:** Sales Manager

**Phone Number (with area code):** 713-203-9517

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** Armando.Sotelo@Hoist.com

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

**Address** 801 N. 16th Street

**City, State, Zip Code** La porte, TX. 77571

## 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:** \_\_\_\_\_

Hoist North America

Company Name

801 N. 16th Street

Address

Lubbock

TX

77511

City

State

Zip

Armando Sotelo

Signature of Person Authorized to Sign

Armando Sotelo

Printed Name

Sales Manager

Title

For clarification of this offer, contact:

Armando Sotelo

Name

713-203-9517

Phone

Fax

Armando.sotelo@hoist.com

E-mail

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

## Acceptance of Offer

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The Offer is hereby accepted for the following items: Hydrated Lime, 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 19-041/YS, Term Contract for Hydrated Lime 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:**

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Jeff R. Branick  
County Judge

---

Date

**Attest:**

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Carolyn L. Guidry  
County Clerk

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

## Bid Form

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Item	Description	Price per Ton F.O.B. Delivered Various Locations in Jefferson County
1	264.2 Type A Hydrated Lime	\$ _____ per ton
2	264.2 Type B Commercial Lime Slurry	\$ <u>15.00</u> per ton
3	264.2 Type C Quicklime Grade DS	\$ _____ per ton
4	264.2 Type D Quicklime Grade S	\$ _____ per ton

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

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

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

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

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

## Vendor References

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

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

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

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

## Signature Page

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

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

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

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

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

Hoist North America

Bidder (Entity Name)

801 N. 16th Street

Street & Mailing Address

Laredo, TX 78011

City, State & Zip

713-203-9517

Telephone Number

Armando.sotelo@hoist.com

E-mail Address

Armando Sotelo

Signature

Armando Sotelo

Print Name

8-29-19

Date Signed

Fax Number

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

## Conflict of Interest Questionnaire

<b>CONFFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</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>		
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p><i>Choist North America of Texas, Ltd.</i></p>		<b>OFFICE USE ONLY</b>  Date Received
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">Name of Officer</p> <p>This section (Item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p>		
<p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p><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><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><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><i>Armando Sotelo</i></p>		
<b>4</b>	Signature of vendor doing business with the governmental entity	8-29-19 Date

Adopted 8/7/2015

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

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

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
<p><b>1</b> Name of Local Government Officer</p>		Date Received
<p><b>2</b> Office Held</p>		
<p><b>3</b> Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>		
<p><b>4</b> Description of the nature and extent of employment or other business relationship with vendor named in item 3</p>		
<p><b>5</b> List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</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>		
<p><b>6</b> <b>AFFIDAVIT</b></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>		Signature of Local Government Officer
<p><b>AFFIX NOTARY STAMP / SEAL ABOVE</b></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</p>		<p>Printed name of officer administering oath</p>
<p>Title of officer administering oath</p>		

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

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

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

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

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

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

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

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

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

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

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

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

Printed Name of Authorized Representative

Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

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

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

Contractor Name: \_\_\_\_\_ HUB:  Yes  No

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

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

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

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

\_\_\_\_\_  
 Printed Name of Contractor Representative \_\_\_\_\_ Signature of Representative \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Printed Name of HUB \_\_\_\_\_ Signature of Representative \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

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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 3 OF 4**

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

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

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

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

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

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

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

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

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

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

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

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

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

**PAGE 4 OF 4**

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

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

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

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

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

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

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

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

## Residence Certification/Tax Form

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

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

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

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

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

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

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

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

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

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

## House Bill 89 Verification

I, \_\_\_\_\_, the undersigned representative of (company or business name) \_\_\_\_\_

(heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

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

---

Signature of Company Representative

---

Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

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

Notary Seal

---

Notary Signature

---

Date

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

## Senate Bill 252 Certification

---

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

---

Company Name

---

IFB/RFP/RFQ number

Certification check performed by:

---

Purchasing Representative

---

Date

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

## Bid Affidavit

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

"I, \_\_\_\_\_ am a duly authorized officer of/agent (name) for \_\_\_\_\_ and have been duly authorized to execute the (name of firm) foregoing on behalf of the said \_\_\_\_\_ (name of firm)

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

Name and address of bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_  
by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public in and for  
the State of \_\_\_\_\_

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



# CERTIFICATE OF LIABILITY INSURANCE

52

DATE (MM/DD/YYYY)  
08/28/2019

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

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

PRODUCER Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357 Attn: Dallas.Certs@marsh.com / (866) 966-4654	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ACE American Insurance Company	22667
	INSURER B : National Union Fire Insurance Co. of Pittsburgh, PA	19445
	INSURER C : ACE Fire Underwriters Company	20702
	INSURER D : N/A	N/A
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

HOU-003125567-34

REVISION NUMBER: 21

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			HDO G71211733	10/01/2018	10/01/2019	EACH OCCURRENCE	\$	1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:  X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
A	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY Hired AUTOS ONLY			ISA H25269706  SIR: \$250,000	10/01/2018	10/01/2019	MED EXP (Any one person)	\$	5,000
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PERSONAL & ADV INJURY	\$	1,000,000
B	UMBRELLA LIAB  EXCESS LIAB	X	OCCUR	12318908	10/01/2018	10/01/2019	GENERAL AGGREGATE	\$	10,000,000
	CLAIMS-MADE						PRODUCTS - COMP/OP AGG	\$	3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC65439542 (AOS)  SCFC6543958A (WI)	10/01/2018	10/01/2019	EACH OCCURRENCE	\$	1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A				AGGREGATE	\$	1,000,000

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

Where required by written contract, Jefferson County, its officers, employees, and agents are Additional Insured (except on Workers' Comp) as respects operations of the Named Insured provided such contract was executed prior to the date of loss. The above referenced policy(s) includes Waiver of Subrogation in favor of the Certificate Holder subject to written contract requirement and provided such contract was executed prior to the date of loss.

## CERTIFICATE HOLDER

## CANCELLATION

Jefferson County Attn: Deborah L. Clark 1149 Pearl Street Beaumont, TX 77701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee

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## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.	<b>NAMED INSURED</b> Lhoist North America, Inc. PO Box 985004 Ft. Worth, TX 76185	
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Lhoist North America Inc., and its subsidiaries:

KDM Holding Inc.  
 Lime Holding Inc.  
 Lhoist North America, Inc. (formerly Chemical Lime Company)  
 Chemical Management Co., Inc.  
 Chemical Lime-Southwest, LLC  
 CLSW, LLC  
 Lhoist North America of Texas Ltd. (Formerly Chemical Lime, Ltd.)  
 Lhoist North America of Alabama LLC (Formerly Chemical Lime Company of Alabama, LLC)  
 Lhoist North America of Missouri Inc. (Formerly Chemical Lime Company of Missouri, Inc.)  
 Lhoist North America of Arizona Inc. (Formerly Chemical Lime Company of Arizona)  
 Faxe Chalk, Inc.  
 Faxe Lime, Inc.  
 Arizona Quarry & Stone Company  
 Chemstar Lime Company of Nevada  
 Lhoist North America of Canada Inc. (Formerly Chemical Lime Company of Canada, Inc.)  
 Chemical Lime Company of Latin America  
 DMLD Holding Inc.  
 Lhoist North America of Virginia Inc. (Formerly Chemical Lime Company of Virginia, Inc.)  
 Palmetto Lime, LLC  
 Porta Batch Division (Inactive)  
 Chemical Holding (Inactive)  
 Lhoist North America of Tennessee Inc. (Formerly Franklin Industries Inc. a.k.a. Franklin Industrial Minerals)  
 Franklin Industrial Minerals  
 Franklin Limestone Co.  
 Franklin Builders Supply  
 H.C. Spinks Clay Company, Inc.  
 Acid Gas Solutions LLC  
 CT, Inc.  
 Old Harbour Minerals Inc.  
 Pacific Lime Products Ltd.  
 Randolph County Land, LLC  
 Eagle County Land, LLC

**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured <b>Lhoist North America, Inc.</b>			Endorsement Number <b>1</b>
Policy Symbol <b>ISA</b>	Policy Number <b>H25269706</b>	Policy Period <b>10/01/2018 TO 10/01/2019</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
  - 1. You.
  - 2. Any of your "employees" or agents.
  - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

---

Authorized Representative

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured <b>Lhoist North America, Inc.</b>			Endorsement Number <b>9</b>
Policy Symbol <b>ISA</b>	Policy Number <b>H25269706</b>	Policy Period <b>10/01/2018 TO 10/01/2019</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This Endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

### **SCHEDULE**

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

---

Authorized Representative

POLICY NUMBER: HDO G71211733

Endorsement Number: 1

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):** Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: HDO G71211733

2  
Endorsement Number: 31COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:** Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

## Workers' Compensation and Employers' Liability Policy

Named Insured LHOIST NORTH AMERICA, INC. 5600 CLEARFORK MAIN STREET SUITE 300 FORT WORTH TX 76109		Endorsement Number
		Policy Number
		Symbol: WLR Number: C65439542
Policy Period 10-01-2018	TO 10-01-2019	Effective Date of Endorsement 10-01-2018
Issued By (Name of Insurance Company) <b>ACE AMERICAN INSURANCE COMPANY</b>		
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.		

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the schedule.

**Schedule**

## 1. (      ) Specific Waiver

Name of person or organization:

## ( X ) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

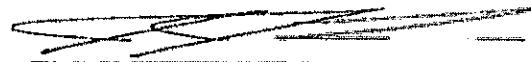
## 2. Operations:

ALL TEXAS OPERATIONS

## 3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

## 4. Advance Premium: \$0



Authorized Representative

Form **W-9**(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification**► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.Give Form to the  
requester. Do not  
send to the IRS.Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>LHOIST NORTH AMERICA OF TEXAS, LTD.</b>																					
2 Business name/disregarded entity name, if different from above																					
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <table border="0" style="margin-left: 20px;"> <tr> <td><input type="checkbox"/> Individual/sole proprietor or single-member LLC</td> <td><input type="checkbox"/> C Corporation</td> <td><input type="checkbox"/> S Corporation</td> <td><input checked="" type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Trust/estate</td> </tr> <tr> <td colspan="5"><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</td> </tr> <tr> <td colspan="5">Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</td> </tr> <tr> <td colspan="5"><input type="checkbox"/> Other (see instructions) ► _____</td> </tr> </table>		<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input checked="" type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____					Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					<input type="checkbox"/> Other (see instructions) ► _____				
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<input type="checkbox"/> Other (see instructions) ► _____																					
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u>																					
5 Address (number, street, and apt. or suite no.) See Instructions. <b>5600 CLEARFORK MAIN STREET, SUITE 300</b>																					
6 City, state, and ZIP code <b>FORT WORTH, TEXAS 76109</b>																					
7 List account number(s) here (optional)																					

(Applies to accounts maintained outside the U.S.)

**Part I Taxpayer Identification Number (TIN)**

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number							
<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>

Employer identification number									
7	5	-	2	4	0	5	8	1	0

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	<i>Virginia V. Farris</i>	Date ►	<i>11/1/2014</i>
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**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)

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

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

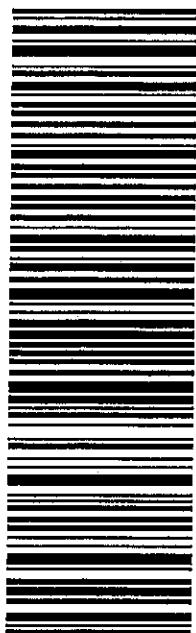
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Original

Jefferson County Purchasing Dept.  
1149 Pearl St., 1st Floor  
Blawmont, N.Y. 17701

Term contract for hydrated lime for Jefferson County

1 FBS 19-041/4S



9622 0019 0 (000 000 0000) 0 00 7761 1162 0182

TRK# 7761 1162 0182

77701

rec 9/3/19 11:30 am  
by Anna



PO

REF: SALES  
DEPT:

(US)

567J3IE9E705A2

FROM: Crystal Sulak  
801 N 16th St  
Lubbock TX 77571  
US

(281) 471-4500

SHIP DATE: 29AUG19  
ACTWGT: 1.00 LB  
CND: 1074942581NET4160  
BILL SENDER

TO: Deborah Clark  
Jefferson County Purchasing Dept  
1149 Pearl Street  
1st Floor  
BEAUMONT TX 77701  
(409) 835-8593

INV

PO

**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: IMPORTANT: TRANSMIT YOUR SHIPPING DATA AND PRINT A MANIFEST:**

At the end of each shipping day, you should perform the FedEx Ground End of Day Close procedure to transmit your shipping data to FedEx. To do so, click on the Ground End of Day Close Button. If required, print the pickup manifest that appears. A printed manifest is required to be tendered along with your packages if they are being picked up by FedEx Ground. If you are dropping your packages off at a FedEx drop off location, the manifest is not required.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide and applicable tariff, available upon request. 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, including limitations on our liability, can be found in the current FedEx Service Guide and applicable tariff apply. In no event shall FedEx Ground be liable for any special, incidental, or consequential damages, including, without limitation, loss of profit, loss to the intrinsic value of the package, loss of sale, interest income or attorney's fees. Recovery cannot exceed actual documented loss. Items of extraordinary value are subject to separate limitations of liability set forth in the Service Guide and tariff. Written claims must be filed within strict time limits, see current FedEx Service Guide.



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

## LEGAL NOTICE

### Advertisement for Invitation for Bids

September 17, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-047/YS, Term Contract for Liquid Soil Stabilizer 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 Engineering Conference Room at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Liquid Soil Stabilizer for Jefferson County

**BID NO:** 19-047/YS

**DUE DATE/TIME:** 11:00 AM CT, Wednesday, October 16, 2019

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

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

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

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

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

  
Deborah L. Clark

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – September 18, 2019 and September 25, 2019

**IFB 19-047/YS**  
**Term Contract for Liquid Soil Stabilizer for Jefferson County**  
**Bids due: 11:00 AM CT, Wednesday, October 16, 2019**

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**Bid Submissions:**

**Bidder is responsible for submitting:**

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

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

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

## Instructions to Bidders

---

### 1. Bid Submission

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

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

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

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

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

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

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

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

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

### 3. Courthouse Security

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

### 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

### 5. Signatures

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

## 6. **County Holidays – 2019:**

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

## 7. **Rejection or Withdrawal**

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

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

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

## 9. **Award**

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

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

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

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

#### **10. Contract**

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

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

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

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

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

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

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

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

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

#### **15. Specifications**

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

#### **16. Delivery**

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

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

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

**18. Currency**

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

**19. Pricing**

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

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

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

**21. Certification**

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

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

**22. Definitions**

“County” – Jefferson County, Texas.

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

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

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

## General Conditions of Bidding and Terms of Contract

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

**1.10 Bid Alterations.** Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initiated 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," commonly 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 require 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 receipt and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

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

### 4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
  - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (b) Meeting contract performance requirements; or
  - (c) At a reasonable price.

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

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

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

## **M. ACCESS TO RECORDS**

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

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

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

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

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

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

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

**P. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

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

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

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)**

### 4. Multiple Vendor Award

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

### 5. Delivery

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

### 6. Payment

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

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

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

### 7. Usage Reports

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

### 8. Insurance

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

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

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

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

**Minimum Insurance Requirements:**

<b>Public Liability, including Products &amp; Completed Operations</b>	\$1,000,000
<b>Excess Liability</b>	\$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

<b>Workers' Compensation</b>	Statutory Coverage (See Section Below)
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**9. Workers' Compensation Insurance**

9.1 Definitions:

- 9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.
- 9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 19-047/YS.

### Scope

Vendor shall provide Liquid Soil Stabilizer for Jefferson County subject to the terms and conditions stated herein for a period of one year **beginning on or about Date of Award**.

Prices shall be F.O.B. delivered to various locations in Jefferson County with delivery prepaid and allowed. Bidder bears freight charges. All prices must be written in ink or typewritten.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bid in response to this request and Jefferson County will not reimburse bidders for these expenses.

For fiscal year 2018-2019, 2860 gallons were purchased. No promise is made or implied that these quantities will be purchased. Quantities purchased may be affected by weather conditions or available funds. Orders will be placed on an as-needed basis for the duration of contract. Purchase Orders will be released to successful bidder as required. Minimum orders are not acceptable.

### Contract

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

### General

It is the intent of the following minimum specifications to describe Liquid Soil Stabilizer for Jefferson County and to establish an annual fixed price contract for the purchase of these items on an "as-needed basis." Brand names, where used, are for descriptive purposes. Bidder shall assume specifications to read "or approved equal or better." Alternate brands bid shall be named in the submitted bid. Jefferson County retains sole discretion in determining whether item(s) bid will be considered "equal" or "better."

The item bid shall be soil stabilizer and compactor. Compound shall increase soil compatibility, general soil stability, soil internal drainage process, and soil bearing capacity

## Bidder Information Form

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

**Bid Name & Number:** Term Contract for Liquid Soil Stabilizer for Jefferson County, IFB 19-047/YS

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

## OFFER AND ACCEPTANCE FORM

# OFFER TO CONTRACT

## To Jefferson County:

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

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

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

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

Company Name

For clarification of this offer, contact:

## Address

Name \_\_\_\_\_

Signature of Person Authorized to Sign

E-mail

Printed Name

## Title

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

## Acceptance of Offer

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The Offer is hereby accepted for the following items: Liquid Soil Stabilizer 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 19-047/YS, Term Contract for Liquid Soil Stabilizer 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:**

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Jeff R. Branick  
County Judge

Date

**Attest:**

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Carolyn L. Guidry  
County Clerk

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

## Bid Form

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<b>Description</b>	<b>Amount per gallon</b>
Price per gallon in ____ gallon drums (complete drum capacity)	\$ _____
Dilution Rate: _____	
<b>Coverage Rate Linear Feet per gallon</b>	
Please advise coverage in linear feet per gallon, based upon crushed limestone base material and roadway 20'-0 x 6" deep.	
<b>TOTAL</b>	\$ _____

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

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

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

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

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

## Bid Questionnaire

**Instructions: Complete this questionnaire as it applies to your bid, and include with your bid submission.**

	<b>Yes</b>	<b>No</b>
Unit Weight: 9.81 +/- 0.2 Lb./Gal.		
Specific Gravity: 1.1495/1,200B		
Non-Volatile: 61.89%		
PH 10 $\pm$ 1.5		
<b>Materials must be:</b>		
Buffered compound		
Non-Corrosive		
Non-Allergenic		
Non-Toxic		
Non-Flammable		
Cohesive, not adhesive (to prevent sticking to blade)		
Guarantee: Standard Manufacturer's guarantee shall be provided		
<b>Training:</b>		
Successful bidder shall furnish a qualified representative to be on job site if needed or requested during application of materials to offer advice, instructions, and application rates to achieve maximum desired results for a minimum total of four (4) hours at no additional cost to the County.		
<b>Delivery Report:</b>		
Successful bidder shall furnish the purchaser, at the time of delivery, two (2) copies of a delivery report, which shall contain the gallons of material delivered, and the specific gravity and temperature of the material at time of packaging.		
<b>Certifications and Additional Information:</b>		
Bid must include Engineer's (P.E.) certified test results from an independent testing laboratory approved by the Texas State Highway Department of Texas Test Method: TEX-117-E, Part II. (Label "Attachment A" and return with bid blank.)		

## Bid Questionnaire (Continued)

	Yes	No
<b>Certifications and Additional Information:</b>		
Bid must include certified test results based on at least a <b>six-month study of the stabilizing performance of bidder's product</b> by an Independent Engineer (P.E.) using approved Texas Department of Highways Test Method: Triaxial Test – S.D.H.P.T. (TEX-217-E; Moisture/Density Relationship – ASTM D-698; Atterberg Limits – ASTM D-4318; Total Moisture Content – ASTM D-2216 and ASTM-D1148. <b>(Label "Attachment B" and return with bid blank.)</b>		
Bid must include <b>certified test results based on at least an eighteen (18) month study of the stabilizing performance</b> of bidder's product performed by an Independent Engineer (P.E.) using approved Texas Department of Highways Test Methods: ASTM-698; ASTM D-4318; ASTM D-422-D1140, TEX-107E, and ASTM D-2487, approving bidder's product for treatment and stabilization of new construction, reconstruction under concrete pavement, asphaltic pavement of surface seal coating. <b>(Label "Attachment C" and return with bid blank.)</b>		
Bid must include certification from independent laboratory testing, certifying <b>product to be less corrosive than tap water.</b> <b>(Label "Attachment D" and return with bid blank.)</b>		
Compound must be manufactured with virgin raw materials, and contain no recycled and no by-products. <b>Bid must include manufacturer's certifications that the stabilizer contains none of the hazardous chemicals listed in EPA Fed Req 40.</b> <b>(Label "Attachment E" and return with bid blank.)</b>		
<b>Compound must be environmentally safe</b> and not require any hazardous warning labels from NISH or the Department of Transportation.		
Does the product being bid contain acids or explosive materials?		
Is the container for the product being bid subject to any EPA or Texas Department of Transportation requirements for transportation, storage, or disposal of its containers?		
Bid must include test results from an independent engineer (P.E.), certifying the product reduced the plasticity index of the soil. <b>(Label "Attachment F" and return with bid blank.)</b>		
Bidder shall supply copies of all labels that will be placed on containers. <b>(Label "Attachment G" and return with bid blank.)</b>		
Bidder shall state current gross annual revenue	\$	

## Vendor References

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

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

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

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

## Signature Page

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

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

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

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

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

---

Bidder (Entity Name)

---

Signature

---

Street & Mailing Address

---

Print Name

---

City, State & Zip

---

Date Signed

---

Telephone Number

---

Fax Number

---

E-mail Address

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

## Conflict of Interest Questionnaire

### **CONFFLICT OF INTEREST QUESTIONNAIRE**

**For vendor doing business with local governmental entity**

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

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

Name of Officer

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

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

Yes       No

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

Yes       No

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

Yes       No

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

**4**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 8/7/2015

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

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS	
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>			
<b>1</b>	<b>Name of Local Government Officer</b>		<b>OFFICE USE ONLY</b>
<b>2</b>	<b>Office Held</b>		Date Received
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>		
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>		
<b>5</b>	<b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>		
<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>			
<b>6</b>	<b>AFFIDAVIT</b> <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>		
<hr style="width: 20%; margin-left: auto; margin-right: 0;"/> <p style="margin: 0;">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>			
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath	

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

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

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

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

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

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

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

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

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

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

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

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

---

Printed Name of Authorized Representative

---

Signature

---

Title

---

Date

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

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

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

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

Yes  No

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

---

Contractor Name: \_\_\_\_\_ HUB:  Yes  No

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

---

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

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

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

---



---

Printed Name of Contractor Representative

Signature of Representative

Date

---

Printed Name of HUB

Signature of Representative

Date

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

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

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

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

---

**PAGE 1 OF 4**

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

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

Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

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

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

---

**FOR HUB OFFICE USE ONLY:**

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

---

**PART I. HUB 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**

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**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: \_\_\_\_\_

---



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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: \_\_\_\_\_

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

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

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

**PAGE 3 OF 4**

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

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

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

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

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

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

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

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

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

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

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

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

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

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**PAGE 4 OF 4**

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

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

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

---

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

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

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

---

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

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

## Residence Certification/Tax Form

---

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

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

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

---

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

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

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

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

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

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

## House Bill 89 Verification

---

I, \_\_\_\_\_, the undersigned representative of (company or business name)

(heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

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

---

Signature of Company Representative

---

Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

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

Notary Seal

---

Notary Signature

---

Date

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

## Senate Bill 252 Certification

---

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

---

Company Name

---

IFB/RFP/RFQ number

Certification check performed by:

---

Purchasing Representative

---

Date

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

## **Bid Affidavit**

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

on this day personally appeared \_\_\_\_\_, who  
(name)

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

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

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

Name and address of bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone#: \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

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

## ATTACHMENT A

IFB 19-041/YS

Term Contract for Hydrated Lime for Jefferson County

Opened: September 10, 2019

		Lhoist North America
Item	Description	Price per ton FOB delivered various locations in Jefferson County
1	264.2 Type A Hydrated Lime	No Bid
2	264.2 Type B Commercial Lime Slurry	\$175.00
3	264.2 Type C Quicklime Grade DS	No Bid
4	264.2 Type D Quicklime Grade S	No Bid

Lhoist North America  
801 North 16th Street  
LaPorte TX 77571  
attn: Armando Sotelo  
[armando.sotelo@lhoist.com](mailto:armando.sotelo@lhoist.com)  
ph: 713-203-9517

## 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:**

lhoist North America

Company Name

801 N. 16th Street

Address

Laredo

TX

77511  
Zip

City

State

Armando Sotelo

Signature of Person Authorized to Sign

Armando Sotelo

Printed Name

Sales Manager

Title

For clarification of this offer, contact:

Armando Sotelo

Name

713-203-9517

Phone

Fax

armando.sotelo@lhoist.com

E-mail

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

## Acceptance of Offer

The Offer is hereby accepted for the following items: Hydrated Lime, 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 19-041/YS, Term Contract for Hydrated Lime 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

September 17, 2019

Attest:

Carolyn Guidry  
Carolyn L. Guidry  
County Clerk



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

## LEASE AGREEMENT

**THE STATE OF TEXAS**

§ **Cristy Cornwell**

§

**COUNTY OF JEFFERSON**

§

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Cristy Cornwell**, hereinafter referred to as "Lessee."

### **Rights Granted**

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **897 Hillebrandt Acres, Beaumont TX, 77705 Lot 1 and 2, Block 6, Marcelan Grange Survey Abstract 26**
2. **890 Hillebrandt Acres, Beaumont TX, 77705 Marcelan Grange Survey Abstract 26**
3. **1179 Hillebrandt Acres, Beaumont TX, 77705 Lot 43 Blk 1, Marcelan Grange Survey Abstract 26**

The Lease amount shall be **\$290.00 for five years** (\$58.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lease **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

#### **NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Cristy Cornwell, 1988 Hillebrandt Acres, Beaumont TX 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on September 17, 2019

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

Cand T Cornwell  
\_\_\_\_\_  
LESSEE

Attest:

Carolyn Guidry  
\_\_\_\_\_  
Carolyn Guidry, County Clerk



### RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT 897 Hillebrandt Acres, Beaumont TX, 77705, 893 Hillebrandt Acres, Beaumont TX, 77705 and 1179 Hillebrandt Acres, Beaumont TX, 77705.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT 897 HILLEBRANDT ACRES, BEAUMONT TX, 77705, 893 HILLEBRANDT ACRES, BEAUMONT TX, 77705, AND 1179 HILLEBRANDT ACRES, BEAUMONT TX, 77705 UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND CHRISTY CORNWELL.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Christy Cornwell

Signature

Sept

6, 2019

Date

Christy L Cornwell

Printed Name

1988 Hillebrandt Acres Beaumont, TX 77705

Address

409-659-9839

Telephone Number

## LEASE AGREEMENT

THE STATE OF TEXAS

§ Michael Clark

COUNTY OF JEFFERSON

§

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Michael Clark**, hereinafter referred to as "Lessee."

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **227 Lene Lane, Beaumont TX 77705, East Half of Lot 7 Tract 4 block 4 and Lot 8 Tract 7 Block 4 Orange Farms Abst 048855**
2. **241 Lene Lane, Beaumont TX 77705, West half of Lot 7 Tract 4 Block 4 and Lot 8 Tract 7 Block 4 Orange Farms Abst 048855**

The Lease amount shall be **\$300.00 for five years** (\$60.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lease **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

#### **NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Michael Clark, 322 Berry Drive, Beaumont TX 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

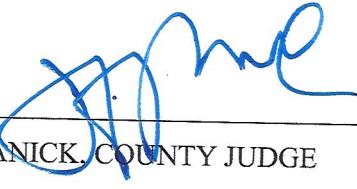
**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

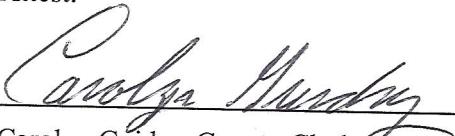
This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on September 17, 2019

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
LESSEE

Attest:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk



### RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **227 Lene Lane, Beaumont TX, 77705** and **241 Lene Lane, Beaumont TX, 77705**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **227 LENE LANE, BEAUMONT TX, 77705** AND **241 LENE LANE, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND MICHAEL CLARK.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.



Signature



Date



Printed Name

322 Berry Dr Bmt Tx

Address

409 719 1352

Telephone Number

## LEASE AGREEMENT

**THE STATE OF TEXAS**

§ **Shayna Harper**

§

**COUNTY OF JEFFERSON**

§

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Shayna Harper**, hereinafter referred to as "Lessee."

### **Rights Granted**

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **3481 Ballard Road, Beaumont TX, 77705, Tracts 44, 58, 34, and 43 49 WM Smith 0.58 Loc off Labelle Road Abstract**

The Lease amount shall be **\$60.00 for five years** (\$12.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lease **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

## **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

## **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

## **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

## **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

## **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

## **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

## **NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Shayna Harper, 3481 Ballard Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

## **SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

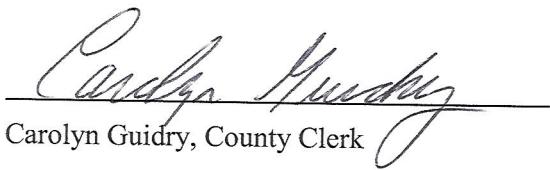
EXECUTED in triplicate originals on September 17, 2019



JEFF R. BRANICK, COUNTY JUDGE

  
LESSSEE

Attest:

  
Carolyn Guidry, County Clerk



### RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **3481 Ballard Road, Beaumont TX, 77705**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **3481 Ballard Road, Beaumont TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND SHAYNA HARPER.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Shayna Harper

Signature

9-6-19

Date

Shayna Harper

Printed Name

3445 Ballard Rd, Bmt 77705

Address

409-543-6205

Telephone Number

## LEASE AGREEMENT

THE STATE OF TEXAS

§ James Hickman

§

COUNTY OF JEFFERSON

§

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **James Hickman**, hereinafter referred to as "Lessee."

### **Rights Granted**

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **438 Hillebrandt Acres, Beaumont TX, 77705, Lot 15, Block 5, Hillebrandt Acres Abstract 029250**

The Lease amount shall be **\$125.00 for five years** (\$25.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

## **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

## **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

## **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

## **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

## **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

## **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

## **NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **James Hickman, 7600 Hillebrandt Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

## **SUCCESSORS AND ASSIGNS**

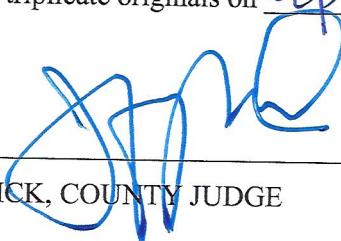
Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on September 17, 2019

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE



James Hickman  
LESSEE

Attest:

Carolyn Guidry  
Carolyn Guidry, County Clerk



### RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **438 Hillebrandt Road, Beaumont TX, 77705**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **438 HILLEBRANDT ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND JAMES HICKMAN.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.



Signature

---

Date



Printed Name

7600 HILLEBRANDT RD

Address

409 273 0602

Telephone Number

## LEASE AGREEMENT

THE STATE OF TEXAS

§ Brandon Kelley

§

COUNTY OF JEFFERSON

§

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Brandon Kelley**, hereinafter referred to as "Lessee."

**Rights Granted**

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **3577 Doucet, Beaumont TX, 77705, Tracts 74 & 75, 49 Wm Smith .59 Abstract 300049 Lot 74, 75**
2. **15106 Labelle Road, Beaumont TX, 77705, Lot 32, 102 Wm Carr .950 Abstract 300102**

The Lease amount shall be **\$50.00 for five years** (\$10.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

#### **NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Brandon Kelley, 3435 Glen Drive, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on September 17, 2019

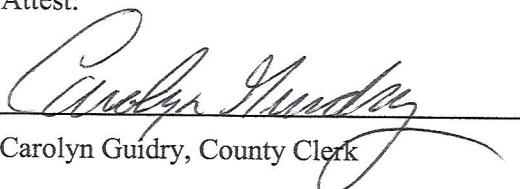
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
B R

LESSEE



Attest:

  
\_\_\_\_\_  
Carolyn Guidry

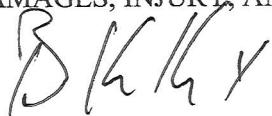
Carolyn Guidry, County Clerk

### RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **3577 Doucet, Beaumont TX, 77705** and **15106 Labelle Road, Beaumont TX, 77705**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **438 HILLEBRANDT ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **JAMES HICKMAN**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.



Signature



Date



Printed Name



Address



Telephone Number

PO# 076302  
(IFB 19-021/JW)

## CHANGE ORDER

PROJECT:	New Concession Stand for Ford Park Ball Fields	CHANGE ORDER NO:	2
CONTRACTOR:	N&T Construction 1376 Laurel Ave Beaumont, Texas 77701	DATE:	09.09.19
		ARCHITECT'S PROJECT NO.:	15036
		CONTRACT DATE:	06.07.2019
		CONTRACT FOR:	New Construction

The Contract is changed as follows:

### NOTICE TO PROCEED DATE CHANGE:

Notice to Proceed date was set for July 9, 2019. Construction was not able to commence until August 20<sup>th</sup>, once we received confirmation that a Building Permit was not required by City of Beaumont for this project. Construction was postponed while waiting for the permit. New Notice to Proceed date shall be 08/20/2019

\$0

TOTAL	\$0
-------	-----

**\*\*See attached breakdown**

**Not valid until signed by the Owner, Architect, and Contractor.**

The original Contract Sum was .....	\$ 587,000.00
Net change by previously authorized Change Orders .....	-\$17,000.00
The Contract Sum prior to this Change Order was .....	\$ 570,000.00
The Contract sum will be increased by this Change Order in the amount of .....	\$ 00
The new Contract Sum including this Change Order will be .....	\$ 570,000.00

The Contract Time will be increased by **Forty-Two (42) days**.

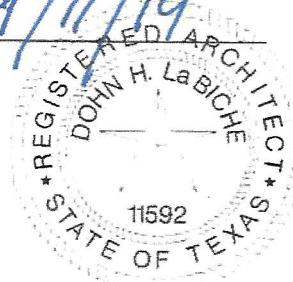
The date of Substantial Completion as of the date of this Change Order therefore is **February 16, 2020**.

**NOTE:** The summary does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive.

The LaBiche Architectural Group  
7999 Gladys Avenue, Suite 101  
Beaumont, Texas 77706

By:

Date:



N&T Construction  
1376 Laurel Ave  
Beaumont, Texas 77701

By:

Date:

Jefferson County Texas  
Commissioners Court  
1001 Pearl Street  
Beaumont, Texas 77701

By:

Date:

Jeff. Branick, County Judge  
September 17, 2019


**CPR # 2**

N&T Construction  
1376 Laurel Ave.  
Beaumont, Texas 77701  
Phone: (409) 813-8592  
Fax: (409) 813-8597

PROJECT: Ford Fields Concessions  
5115 I-10 SOUTH  
Beaumont, Texas 77705

### CHANGE PROPOSAL REQUEST

**TO:** LaBiche Architectural Group  
7999 Gladys Avenue, Suite #101  
Beaumont, Texas 77706  
Attn: Greg Wall & Coley Mulcahy

**FROM:** N&T Construction Co., Inc.  
Spencer Jabbia

**CHANGE PROPOSAL #:** 2

**DATE:** 9/6/2019

**REFERENCE:** N/A

**SCHEDULE IMPACT:** 42 Days

**DESCRIPTION OF CHANGE:**

Notice to Proceed date was set at July 9, 2019. Construction was not able to commence until August 20th, once we received confirmation that a Building Permit was not required by City of Beaumont for this project. Construction was postponed while waiting for the permit. New Notice to Proceed date shall be 8/20/2019.

#	Description	Unit	Qty.	Unit \$	Type	Totals
1	**CHANGE FOR TIME ONLY**					\$0.00
2						\$0.00
3						\$0.00
4						\$0.00
5						\$0.00
6						\$0.00
0						\$0.00
8						\$0.00
9						\$0.00
10	Cost of Work Total:					\$0.00
11	N&T General Conditions:					\$0.00
12	Supervision	Days		\$300.00		\$0.00
13	Clean-up	Hours		\$20.00		\$0.00
14	Dumpster	Each		\$400.00		\$0.00
15						\$0.00
					Subtotal:	\$0.00
					Contractor's Fee:	\$0.00
					Subtotal:	\$0.00
					Sales Tax:	\$0.00
					Change Proposal Grand Total:	\$0.00

ATTEST  
DATE

*Spencer Jabbia*  
9/1/19



N&T Construction Co., Inc.





Sirius Computer Solutions, Inc.

Headquarters:  
10100 Reunion Place, Suite 500  
San Antonio, Texas 78216  
[www.siriuscom.com](http://www.siriuscom.com)

## SOLUTION PROPOSAL

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**Prepared for:**

JEFFERSON COUNTY  
1149 PEARL ST 6TH FLOOR  
BEAUMONT, TEXAS 77701  
UNITED STATES

**Client Executive:**

Crystal Puga  
+1 (832) 253-2602  
[crystal.puga@siriuscom.com](mailto:crystal.puga@siriuscom.com)

**Proposal Number:** Q-00013212

**Proposal Date:** 09/05/2019

**Expires:** 10/05/2019

**Description:** Jefferson County Printer

**Currency:** USD

**Client Executive:**  
 Crystal Puga  
 +1 (832) 253-2602  
 crystal.puga@siriuscom.com

**Proposal Number:** Q-00013212  
**Proposal Date:** 09/05/2019  
**Expires:** 10/05/2019  
**Description:** Jefferson County Printer  
**Attn:**

**JEFFERSON COUNTY**  
**1149 PEARL ST 6TH FLOOR**  
**BEAUMONT, TEXAS 77701**

**UNITED STATES**



**Headquarters:**  
 10100 Reunion Place, Suite 500  
 San Antonio, Texas 78216  
 www.siriuscom.com

<b>Part #</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Ext. Price</b>
P8C20-1111-0	P8 2000 lpm Cabinet Printer with Ethernet	1	\$12,535.00	\$12,535.00
255048-402	Printronix P7000/8000 Extended Life Cartridge ribbon 4-pack - Yield 30,000 pages	1	\$264.44	\$264.44
<b>Subtotal(s):</b>				<b>\$12,799.44</b>
<b>Total Client Price:</b>				<b>\$12,799.44</b>

**Proposal Comments:**

**Terms and Conditions:**

Unless otherwise noted, price does not include shipping, handling or applicable tax which may be added at the time of invoice. All quoted shipping and handling charges or tax amounts are estimates only, and are subject to change upon invoicing. In the event JEFFERSON COUNTY ("Customer") requests expedited shipping, whether such request is made before or after acceptance of this Solution Proposal ("Proposal") by Customer, the price stated above for shipping and handling is subject to change.

This Proposal is subject to the Terms and Conditions below and/or any referenced agreements. Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius Computer Solutions, Inc. ("Sirius") to order the products listed in this Proposal. Until Sirius receives and accepts a Purchase Order or a signed copy of this Proposal for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The products contained on this Proposal may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay one or more partial payments of the total purchase price stated above for any such partial shipment of products.

Notwithstanding anything to the contrary in the Terms and Conditions below and/or any referenced agreements, Customer hereby agrees that the products listed on this Proposal are noncancelable, nonreturnable, and nonrefundable except with the express written permission of Sirius.

1. Purchase Price; Payment; Taxes. Customer agrees to pay the total purchase price as set forth herein, plus any applicable sales/use tax. Payment is due within thirty (30) days from the date of the invoice. ~~Customer agrees that any payment not received by Sirius within thirty (30) days of the invoice date shall be subject to an annual interest charge of 12%, or the maximum allowed by law, whichever is less.~~ → **N/A**

2. Payment by Third Party Leasing Company. If Customer enters into a lease agreement with a third party leasing company to finance this Proposal, Customer shall remain bound by these terms and conditions, except to the extent that the third party leasing company shall be obligated to pay the total purchase price in this Proposal. In the event the third party leasing company fails to make such payment, Customer shall make such payment, and Sirius shall convey title (where applicable) to Customer upon payment of the total purchase price in this Proposal.

3. Freight Costs; Delivery; Risk of Loss. Sirius will arrange for shipment and delivery of the products listed in this Proposal to the installation site. Unless specifically stated otherwise, Customer will be responsible for shipping and delivery charges. Risk of loss to the products shall pass to Customer upon delivery at Customer's site.

4. Title; Security Interest. Title to each product (other than software) to be sold by Sirius hereunder shall pass to Customer upon delivery. Title to software is not being transferred and the right to use software included in this Proposal shall be governed by a separate license agreement between Customer and the software vendor.

5. Returns. No products (including Software) shall be returned to Sirius or software subscriptions cancelled by Customer without prior written approval from Sirius.

6. Limited Warranties. Sirius represents and warrants that, at the time each product is delivered, Sirius will be the lawful owner of such product (other than software products), free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to the same to Customer. Sirius, as the lawful/authorized reseller of the products being delivered to Customer, represents and warrants that such products will be accompanied by the applicable manufacturer's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/software licensor's policies. Customer agrees it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above) and Sirius shall have no liability or obligations with respect to any manufacturers' representations and warranties, and any claims by Customer shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the products, such products will qualify for the manufacturer's maintenance agreement, if the products are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation within such thirty (30) day period; provided, that Customer's exclusive recourse for a breach of this warranty shall be either the repair or replacement of such refurbished equipment or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto.

As Sirius is not the manufacturer of the products listed on this Proposal, Customer waives any claim against Sirius based upon (i) any infringement or alleged infringement of any patent or other intellectual property rights with respect to any products sold hereunder or any software licensed by any third party or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or alleged infringement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THIS PROPOSAL OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability. IN NO EVENT WILL SIRIUS BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO DATA, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIRIUS' LIABILITY ARISING FROM OR RELATED TO THIS PROPOSAL SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE TO SIRIUS HEREUNDER. THIS LIMITATION SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND CUSTOMER AGREES TO RELEASE SIRIUS, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

8. Applicable Law. This Proposal (including these Terms) and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws.

9. Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING. By execution of this Agreement, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

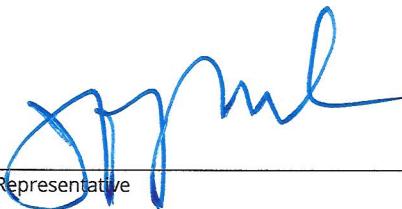
10. Confidentiality. All of the information provided in this proposal is considered confidential and proprietary between Sirius and Customer. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer's organization who is not privileged to receive such information, unless required by law.

11. General. This Proposal (including these Terms) represents the entire and integrated agreement and understanding between the parties with respect to the attached Sirius proposal and supersedes all prior or contemporaneous understandings and agreements, whether written or oral. Neither party will be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. This Proposal may be executed in any number of counterparts, each of which when executed and delivered (which deliveries may be made by email or facsimile) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. No modification of these Terms, nor waiver of any rights hereunder, shall be valid unless in writing and signed by the party against whom the modification or waiver is sought to be enforced. The waiver of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. Neither this Proposal nor any of its rights or duties hereunder may be assigned or transferred by Customer, unless Sirius has consented to such assignment or transfer in writing. This Proposal does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. If any provision of these Terms are held by a court of competent jurisdiction to be contrary to law or otherwise invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.

Accepted by:

JEFFERSON COUNTY



Signature of Authorized Representative

Jeff R. Branick

Printed Name

Jefferson County Judge

Title of Authorized Representative

September 17, 2019

Date Signed

Paul Helegda 409-835-8447

Ship to Contact (Name, Phone, &amp; Email)

helegda@co.jefferson.tx.us  
 Ship to Address Jefferson County MIS Dept.  
1149 Pearl Street, 6th floor

Beaumont, Texas 77701

Approved by:

Sirius Computer Solutions, Inc.

DocuSigned by:



Signature of Authorized Representative

Bonnie M. Cerrito

Printed Name

SVP-Contracts & Risk

Title of Authorized Representative

9/10/2019 | 15:32 CDT

Date Signed

409-835-8500
PATRICK SWAIN COUNTY AUDITOR

Bill to Contact (Name, Phone, &amp; Email)

pswain@co.jefferson.tx.us  
 Bill to Address Jefferson County Auditor's Office

1149 Pearl Street, 7th floor
Beaumont, Texas 77701



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

---

1149 Pearl Street, Beaumont, TX 77701      Phone: 409-835-8593 Fax: 409-835-8456

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

*DC*

Date: September 12, 2019

Re: Donation of Salvage Property – Computers & Equipment

Consider and possibly approve donation of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

Thank you.

Jefferson County Surplus  
to be  
Donated to Goodwill

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Department Located	Description of Property	Serial #	Department Assigned to	Asset #
	<b><u>PERSONAL COMPUTERS</u></b>			
MIS	GATEWAY E3600	0025232907	59BT	26387
MIS	GATEWAY 450SX LAPTOP	0028314194	SMG	26958
MIS	GATEWAY E-4000	0030124404	59BT	27134
MIS	GATEWAY DS 600 XL	0028833122	59BT	27695
MIS	GATEWAY E-4000	0029519358	59BT	27697
MIS	GATEWAY 4100-V1	1100111951	59BT	28340
MIS	GATEWAY 4100-V1	1100110579	59BT	28341
MIS	GATEWAY 4100-V1	1100111942	59BT	28342
MIS	GATEWAY 4100-V1	1100110567	59BT	28344
MIS	GATEWAY E4100C	0034061379	NRSO	28611
MIS	GATEWAY LAPTOP	0035044097	59BT	28948
MIS	M680	0035685510	NRSO	29200
MIS	M460E	0036035394	59BT	29246
MIS	M460E	0036035396	59BT	29248
MIS	GATEWAY M680	0035685505	NRSO	29252
MIS	GATEWAY E-4100	0032198247	59BT	29362
MIS	GATEWAY M255-G	0039029775	40VC	29845
MIS	GATEWAY E-6500D SB	0036578618	59BT	29863
MIS	GATEWAY E-4000 DELUX	0031535451	59BT	29873
MIS	GATEWAY E-6500D SB	0036578631	59BT	29932
MIS	GATEWAY E-4000 DELUX	0031535456	59BT	30017
MIS	GATEWAY E-4000 DELUX	0031535446	59BT	30030
MIS	GATEWAY E-4000 DELUX	0031535445	59BT	30033
MIS	GATEWAY M685-E	0036926217	59BT	30228
MIS	GATEWAY M255-G	0037247458	13BT	30482
MIS	GATEWAY M255-G	0037247459	59BT	30483
MIS	GATEWAY M255-G	0037247461	59BT	30485
MIS	DELL OPTIPLEX 9010	61WCDX1	62BT	34522
	<b><u>TOUGHBOOKS</u></b>			
MIS	ITRONIX GB XR-1	ZZGEG7200ZZ6942	59BT	32140
MIS	ITRONIX GB XR-1	ZZGEG7200ZZ6945	59BT	32141
MIS	ITRONIX GB XR-1	ZZGEG7200ZZ6947	59BT	32151
MIS	ITRONIX GB XR-1	ZZGEG7200ZZ6939	59BT	32157
MIS	ITRONIX GB XR-1	ZZGEG7200ZZ6943	59BT	32167
MIS	ITRONIX GB XR1	ZZGEG8016ZZ3737	59BT	32664
MIS	ITRONIX GB XR-1	ZZGEG9029ZZ3744	59BT	33243
MIS	ITRONIX GB XR-1	ZZSJC9301ZZ1024	NRSO	33544
MIS	GENERAL DYNAMICS	ZZGEG8036ZZ5144	60BT	34283
	<b><u>MISCELLANEOUS</u></b>			
MIS	LENOVO THKPD TABLET2	R9W90NM	42BT	34426
MIS	DELL TAPE DRIVE	6MF88X1	25BT	34639
	Swingline 6325 decolator	476		
	Monitors various sizes	Qty 31		

Jefferson County Surplus  
to be  
Donated to Goodwill

135

Department Located	Description of Property	Serial #	Department Assigned to	Asset #
	CRT Monitors	Qty 2		
	untagged APC UPS	Qty 1		
	APC Rack UPS		25BT	27843
	APC Rack UPS		25BT	27842
	IBM 5822-010 Modem	23-45874		
	Box of misc cables, cords, keyboards & Mice			
	<b>PRINTERS</b>			
MIS	HP LJ 1100	USPG038451	15BT	26214
MIS	HP Laserjet Pro 400	CNDF354549		
MIS	Untagged Infoprint 4247	171477		
MIS	HP Deskjet 5500	MY3791S0V1	75PA	27938
MIS	HP Deskjet 5650			28069
MIS	IBM 2590	263855		
MIS	Untagged Inkjet Printers-9			
	<b>FAX</b>			
	Brother 4100e fax			
	<b>SCANNERS</b>			
	Fujitsu fi-5750C Flat Bed Scanner	5895	31BT	29992
	Fujitsu fi-5750C Flat Bed Scanner	10036	30BT	30445
	Fujitsu fi-5750C Flat Bed Scanner	10792	30BT	30446
	Fujitsu fi-5530c2 Scanner	5400	30BT	33347
	<b>LAPTOPS</b>			
MIS	DELL LATITUDE E6540	SHVGN12	25BT	35173

Approved by Commissioners' Court

**TEXAS DEPARTMENT OF TRANSPORTATION  
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM  
(State Assisted Airport Routine Maintenance)**

TxDOT Project ID.: M2020BMPT

**Part I - Identification of the Project**

TO: The County of Jefferson, Texas  
FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Jefferson, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the BEAUMONT/PORT ARTHUR - JACK BROOKS RGNL Airport.

**Part II - Offer of Financial Assistance**

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

**Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.**

Work shall be accomplished by August 31, 2020, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

### **Part III - Sponsor Responsibilities**

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
  - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
  - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
  - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
  - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
  - e. through the fence access shall be reviewed and approved by the State; and
  - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and

- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

#### **Part IV - Nomination of the Agent**

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
  - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
  - b. enter into contracts as necessary for execution of scope of services;
  - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
  - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
  - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
  - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

#### **Part V - Recitals**

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
  - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
  - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

**Part VI - Acceptances****Sponsor**

The County of Jefferson, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The County of Jefferson, Texas

Sponsor

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Sponsor Signature

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Sponsor Title

**Certificate of Attorney**

I, \_\_\_\_\_, acting as attorney for the County of Jefferson, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Attorney's Signature

**Acceptance of the State**

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS  
TEXAS DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

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

**Attachment A**

**Scope of Services**  
**TxDOT Project ID: M2020BMPT**

<b>Eligible Scope Item</b>	<b>Estimated Costs Amount A</b>	<b>State Share Amount B</b>	<b>Sponsor Share Amount C</b>
<b>GENERAL MAINTENANCE</b>	\$100,000.00	\$50,000.00	\$50,000.00
<b>TOTAL</b>	\$100,000.00	\$50,000.00	\$50,000.00

Accepted By: The County of Jefferson, Texas

\_\_\_\_\_  
 Signature

Title: \_\_\_\_\_

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

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

### CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2020BMPT

The County of Jefferson does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Sponsor: The County of Jefferson, Texas

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

### Certification of State Single Audit Requirements

I, \_\_\_\_\_, do certify that the County of Jefferson, Texas,

(Designated Representative)

will comply with all requirements of the State of Texas Single Audit Act if the County of Jefferson, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the County of Jefferson, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

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Signature

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Title

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Date

**DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE**

TxDOT Project ID: M2020BMPT

The County of Jefferson, Texas, designates, \_\_\_\_\_  
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

Sponsor: The County of Jefferson, Texas

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**DESIGNATED REPRESENTATIVE**Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Overnight Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

**Jefferson County  
District Clerk's Office**  
1085 Pearl Street  
Room 203  
Beaumont, TX 77701  
409-835-8580  
Fax 409-835-8527



**Family Law Division**  
409-835-8653

**Child Support**  
P. O. Box 3586  
Beaumont, TX 77704  
409-835-8425

**Jamie Smith  
District Clerk**

Dear Fran,

I am requesting to transfer \$780.00 from account 120-2031-414-30-78 (office supplies) to account 120-2031-414-50-62 (travel) to cover the gap expense of attending the TAC Legislative Conference.

Respectfully,

*Jamie Smith*

Jamie Smith  
Jefferson County District Clerk

**Jefferson County  
District Clerk's Office**  
1085 Pearl Street  
Room 203  
Beaumont, TX 77701  
409-835-8580  
Fax 409-835-8527



**Family Law Division**  
409-835-8653

**Child Support**  
P. O. Box 3586  
Beaumont, TX 77704  
409-835-8425

**Jamie Smith  
District Clerk**

Dear Fran,

I am requesting to transfer \$1,075.00 from account 120-2031-414-30-78 (office supplies) to account 120-2031-414-60-02 (capital outlay/computer equipment) for the purchase of a new PC.

Respectfully,

*Jamie Smith*

Jamie Smith  
Jefferson County District Clerk



## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000046117982.1	Sales Rep	James Champagne
Total	\$810.84	Phone	(800) 456-3355, 5138532
Customer #	5390479	Email	James_Champagne@Dell.com
PO Number	076172	Billing To	ACCOUNTS PAYABLE
Quoted On	Sep. 11, 2019		JEFFERSON COUNTY
Expires by	Oct. 11, 2019		1149 PEARL ST 7TH FL
Deal ID	15402708		BEAUMONT, TX 77701-3635

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
James Champagne

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### Shipping Group

Shipping To	Shipping Method
RECEIVING DEPT JEFFERSON COUNTY 1149 PEARL ST, 6TH FL COURTHOUSE/MIS BEAUMONT, TX 77701 (409) 835-8593	Standard Delivery

Product	Unit Price	Qty	Subtotal
OptiPlex 5060 SFF	\$617.63	1	\$617.63
Dell 24 Monitor - P2419H	\$163.29	1	\$163.29
Dell Stereo Soundbar – AC511M	\$29.92	1	\$29.92

<b>Subtotal:</b>	<b>\$810.84</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$810.84</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$810.84</b>

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

## Shipping Group Details

**Shipping To**  
 RECEIVING DEPT  
 JEFFERSON COUNTY  
 1149 PEARL ST, 6TH FL  
 COURTHOUSE/MIS  
 BEAUMONT, TX 77701  
 (409) 835-8593

**Shipping Method**  
 Standard Delivery

<b>OptiPlex 5060 SFF</b> <small>Estimated delivery if purchased today:  Sep. 16, 2019  Contract # 75AHH  Customer Agreement # DIR-TSO-3763</small>		<b>Unit Price</b>	<b>Qty</b>	<b>Subtotal</b>
<b>Description</b>				
OptiPlex 5060 Small Form Factor BTX	210-AOJY	-	1	-
Intel Core i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W); supports Windows 10/Linux	338-BNZU	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	1	-
8GB 2X4GB DDR4 2666MHz UDIMM Non-ECC	370-AEGL	-	1	-
No Additional Hard Drive	401-AANH	-	1	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	1	-
SSD as first boot drive	340-ABIG	-	1	-
M.2 128GB SATA Class 20 Solid State Drive	400-AWFP	-	1	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	1	-
ODD Bezel, Small Form Factor	325-BCXP	-	1	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	1	-
No Media Card Reader	379-BBHM	-	1	-
No Wireless LAN Card	555-BBFO	-	1	-
No Wireless Driver	340-AFMQ	-	1	-
No PCIe add-in card	492-BBFF	-	1	-
OptiPlex 5060 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	329-BDRI	-	1	-
Black Dell KM636 Wireless Keyboard & Mouse	580-AEYY	-	1	-
Mouse included with Keyboard	570-AADI	-	1	-
No Cable Cover	325-BCZQ	-	1	-
No Additional Cable Requested	379-BBCY	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
No Integrated Stand option	575-BBBI	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended)	658-BBMR	-	1	-

## BIOS, Drivers, Firmware and Apps)

Waves Maxx Audio	658-BBRB	-	1	-
Dell Developed Recovery Environment	658-BCUV	-	1	-
Software for OptiPlex Systems	658-BDVO	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Fixed Hardware Configuration	998-CYYX	-	1	-
Chassis Intrusion Switch SFF	461-AAEE	-	1	-
No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	575-BBKX	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
CMS Essentials DVD no Media	658-BBTV	-	1	-
TPM Enabled	329-BBJL	-	1	-
System Power Cord (Phillipine/TH/US)	450-AAOJ	-	1	-
No Intel Responsive	551-BBBJ	-	1	-
Intel(R) Core(TM) i5 Processor Label	389-CGBB	-	1	-
Retail POD	389-BDQH	-	1	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	1	-
No CompuTrace	461-AABF	-	1	-
US Order	332-1286	-	1	-
Documentation,English,French,Dell OptiPlex 5060 Small Form Factor	340-CDZF	-	1	-
No External ODD	429-ABGY	-	1	-
SFF EPA Regulatory LBL for Mexico	389-CXHV	-	1	-
Ship Material for OptiPlex Small Form Factor	340-CDWZ	-	1	-
Shipping Label for DAO	389-BBUU	-	1	-
Intel Standard Manageability	631-ABRK	-	1	-
No Additional Video Ports	492-BCKH	-	1	-
Desktop BTS/BTP Shipment	800-BBIP	-	1	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	1	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	804-9044	-	1	-
		Qty		Subtotal
<b>Dell 24 Monitor - P2419H</b>	\$163.29	1		<b>\$163.29</b>

Estimated delivery if purchased today:

Sep. 17, 2019

Contract # 75AHH

Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell 24 Monitor - P2419H	210-AQDX	-	1	-
Dell Limited Hardware Warranty	814-5380	-	1	-
Advanced Exchange Service, 3 Years	814-5381	-	1	-
		Qty		Subtotal
<b>Dell Stereo Soundbar – AC511M</b>	\$29.92	1		<b>\$29.92</b>

Estimated delivery if purchased today:

Sep. 17, 2019

Contract # 75AHH

Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
-------------	-----	------------	-----	----------

Kit - Dell Stereo USB SoundBar AC511M for PXX19 & UXX19  
Thin Bezel Displays- SnP

520-AAOT

1

<b>Subtotal:</b>	<b>\$810.84</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$810.84</b>

## Important Notes

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### Terms of Sale

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

If this purchase includes software: In addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S.

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

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

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

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

### Pricing, Taxes, and Additional Information

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

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

If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

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



Pricing Proposal  
 Quotation #: 17721178  
 Reference #: Dclerk  
 Created On: 9/11/2019  
 Valid Until: 9/30/2019

## County of JEFFERSON

**Vanessa Lachney**  
 1149 Pearl Street 6th Floor  
 Beaumont, TX 77701  
 United States  
 Phone: (409) 835-8447  
 Fax: (409) 839-2388  
 Email: vlachney@co.jefferson.tx.us

## IAM

**Gregory Gonedes**  
 1301 South Mo-Pac Expressway  
 Suite 375  
 Austin, TX 78746  
 Send PO's to: Texas@shi.com  
 8008706079  
 5127320232  
 Phone: 800-870-6079  
 Fax: 512-732-0232  
 Email: gregory\_gonedes@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Office 2019 Sngl MVL 1 License Microsoft - Part#: 021-10626 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	1	\$263.58	\$263.58
		Subtotal	\$263.58
		Shipping	\$0.00
		Total	\$263.58

### Additional Comments

#### Service Level Agreements:

- 1. Quotes:** Quote requests will be acknowledged within 4 business hours of each request. Under normal circumstances, quotes will be provided within 24-48 hours of the initial request. If quotes will take longer than this timeframe, status updates will be provided at reasonable intervals.
- 2. Orders:** All valid orders will be processed within 24 hours.
- 3. Contract Documents:** All submissions will be reviewed and responded to within 24 business hours. Actual processing time will vary based on quality and complexity of the submission.

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

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MEMORANDUM

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

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

120-5074-441-5006	Burials	\$18,000
120-5075-441-5006	Burials	\$ 6,000
120-5075-441-1002	Assistants & Clerks	\$12,000
120-5075-441-1035	Nurse	\$12,000



**A. CECIL WALKES, M.D.**  
COUNTY HEALTH DIRECTOR

**Johnnie Roberts, MSW**  
ADMINISTRATIVE DIRECTOR

**Jefferson County Public**  
Health Department

**TO: FRAN LEE**

First Assistant County Auditor

**FROM: A. C. Walkes, M.D., Johnnie Roberts, Admin. Director**

**RE: Budget Amendment**

**Date: Sept. 9, 2019**

The following FY 2018/2019 budget amendments are needed for the Jefferson County Public Health Pharmaceutical Supplies account. Additional funds are needed to purchase medication for the remainder of the fiscal year.

**FROM:**

\$20,000.00	120-5079-442.10-05 Extra Help
\$1,300.00	120-5079-442.30-78 Office Supplies
\$3,000.00	120-5074-441-50-77 Contractual Service
\$3,000.00	120-5075-441-50-77 Contractual Service
\$200.00	120-5074-441-50-82 Relief Food
\$200.00	120-5075-441-50-82 Relief Food
\$150.00	120-5074-441-50-83 Relief Gas
\$150.00	120-5075-441-50-83 Relief Gas
\$300.00	120-5074-441-50-84 Relief Water
\$300.00	120-5075-441-50-84 Relief Water
\$750.00	120-5074-441-50-85 Relief Electricity
\$750.00	120-5075-441-50-85 Relief Electricity

**TO:**

\$30,100 120-5079-442.30-49 Pharmaceutical Supplies

Your assistance is appreciated. If you have any questions, please advise.

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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** SEPTEMBER 10, 2019

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The following budget transfer for the Engineering is necessary for additional cost for vehicle repairs done by Service Center.

115-0501-431-4008	Automobiles & Trucks	\$500
115-0501-431-3011	Computer Software	\$500



## JEFFERSON COUNTY PURCHASING DIVISION

*Deborah L. Clark, County Purchasing Agent*

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

### MEMORANDUM

To: Patrick Swain  
County Auditor

From: Deborah Clark  
Purchasing Agent

Date: September 11, 2019

Re: Purchasing Budget Amendment/2019

I am requesting a transfer \$5000.00 from 12010184193078 to 12010224155001. This is for additional advertising cost.

Thank you for your attention to this matter.

### THIRD AMENDMENT TO THE MANAGEMENT AGREEMENT

This Third amendment to the Management Agreement (this "Third Amendment") is entered into as of September 17, 2019 ("Amendment Effective Date") between Jefferson County, Texas organized under the laws of the State of Texas ("County"), and Global Spectrum, LP, a Delaware limited partnership d/b/a Spectra Venue Management ("Manager").

#### Background

County and Manager are parties to a certain Management Agreement, effective as of April 1, 2017, which was amended pursuant to a certain Amendment to Management Agreement entered into as of March, 2017 and a Second Amendment to Management Agreement entered into as of May 28, 2019 (collectively, the "Management Agreement"), pursuant to which the County is engaging Management to manage and operate the Ford Park Entertainment Complex: consisting of Ford Fields, Ford Pavilion, Ford Arena, Ford Exhibit Hall, Ford Midway, and two (2) barns. The parties desire to amend the Management Agreement to provide clarification for the audit of operations for Ford Park.

Accordingly, effective as of October 1, 2018, the parties agree that section 10.3 is amended as follows:

1. Section 10.3 Audit.

County has the option, but is not required by this contract, to arrange, within one hundred eighty (180) days following the end of each Operating Year, for a certified audit report on the accounts and records as kept by Manager for the Facility. Costs associated with obtaining such certified audit report shall be an Operating Expense of the Facility. Such audit shall be performed by an auditor approved by the County, and shall be conducted in accordance with generally accepted auditing standards.

2. All references to the Management Agreement in the Management Agreement or in any other document referencing the Management Agreement shall be deemed to refer to the Management Agreement as amended hereby. Except for the modification set forth above, all of the provision of the Management Agreement shall remain unmodified and in full force and effect. All other terms, provisions, representations, warranties, and covenants of the Management Agreement are hereby confirmed, ratified, and remain in full force and effect. Any inconsistencies between this Third Amendment and the Management Agreement shall be governed by this Third Amendment.

3. This Third Amendment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles.

4. This Third Amendment may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Third Amendment may be executed by the parties and transmitted by facsimile or electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of the Third Amendment.

Each part has caused this Third Amendment to be executed on behalf of such party by an authorized representative as of the date first set forth above.

JEFFERSON COUNTY

GLOBAL SPECTRUM, LP, d/b/a Spectra Venue Management  
By: Global Spectrum, LLC Its general partner

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Brian Rothberg

Its: \_\_\_\_\_

Its: President

**NOTICE OF FEES CHARGED BY THE SHERIFF AND CONSTABLES OF JEFFERSON COUNTY, TEXAS EFFECTIVE January 1, 2020**

On the 17th day of September 2019, the Commissioners' Court of Jefferson County, Texas, pursuant to the provisions of Section 118.131, Local Government Code, hereby set the following fees to be charged by the offices of Sheriff and Constables of Jefferson County, TX to become effective January 1, 2020

	Proposed Service Fee
<b>County and District Courts</b>	
Bill of Review	\$75.00
Citations – All types	\$75.00
Constable's Deed of Sale (All Courts)	\$100.00
Ex-Parte Protective Order	\$75.00
Notice By Publication	\$75.00
Notice of An Application for A Protective Order	\$75.00
Notice of Garnishment	\$75.00
Notice of Hearing	\$75.00
Notice of Substitute Trustee Sale	\$75.00
Notice to Show Cause	\$75.00
Notice to Take Deposition (Oral/Written)	\$75.00
Notice/Precept to Serve	\$75.00
Posting Written Notice– All types	\$75.00
Precept to Serve/Ex Probate Order	\$75.00
Protective Order	\$75.00
Subpoena/Summons	\$75.00
Tax Warrant	\$75.00
Temporary Ex Parte Protective Order	\$100.00
Turnover Order (All Courts)	\$ 100.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Attachment (All Courts)	\$150.00
Writ of Certiorari (All Courts)	\$125.00
Writ of Execution * Commissions: 10% w/sale(No Maximum) 5% without sale(No Max	\$175 maximum 2 hours per deputy * \$ 50.00 per hour after 2 hours
Writ of Garnishment (All Courts)	\$150.00
Writ of Habeas Corpus (All Courts)	\$150.00
Writ of Injunction	\$125.00
Writ of Possession	\$ 150.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Possession/(non-eviction) Personal Property	\$150.00
Writ of Re-Entry (All Courts)	\$150.00
Writ of Sequestration (All Courts)	\$200.00
Writ of Temporary Injunction/Restraining Order	\$125.00
Writ of Turnover Order	\$100.00
Writ of Order of Sale (All Courts) *	\$175.00 * Commissions: 10% with sale (no maximum) 5% without sale (no maximum)
Order of Sale/Tax	\$175.00
Without Order	
Commissions: 6% plus all cost	
6% without order (no maximum)	
<b>Justice of the Peace Courts</b>	
Eviction Citation (Forcible Entry/Detainer)	\$75.00
Justice Court Citation	\$75.00
Justice Court Subpoena	\$75.00
Magistrate Emergency Protective Order	\$75.00
Notice	\$75.00
Certified Mail	\$75.00
Order of Property Retrieval	\$150.00
Summons/Subpoenas	\$75.00
Writ of Assistance for Repossession of Aircraft	\$ 150.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Attachment	\$150.00
Writ of Execution	\$175 maximum 2 hours per deputy * \$ 50.00 per hour after 2 hours
* Commissions: 10% with sale (no maximum) 5% without sale (no maximum)	
Writ of Sequestration	\$200.00
Writ of Possession	\$ 150.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Possession/(non-eviction) Personal Property	\$150.00
Writ of Sequestration	\$200.00
Writ of Re-entry	\$150.00
Certified Mail (Postage)	\$70.00
Notice of Substituted Trustee Sale	\$75.00
Turn Over Order	\$ 100.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Commission to take Oral Deposition	\$75.00
<b>Warrants</b>	
Criminal Subpoena	\$5.00
Warrant -AFRS	\$50.00
Warrant for Arrest	\$50.00
Capias Pro Fine	\$60.00
Warrants ( All Courts)	\$50.00
Distress Warrants	\$150.00
ALL OTHER WRITS NOT SPECIFICALLY LISTED	\$125.00

\* With plaintiff to withhold or release levy, withhold collection, cancel or recall writ without Constable completing collection of judgment costs (except Tax Foreclosure Order of Sale) \$500

NAME

AMOUNT

CHECK NO.

TOTAL

## JURY FUND

TRI-CITY COFFEE SERVICE  
DAWN DONUTS140.60  
45.50463429  
463557

186.10\*\*

## ROAD &amp; BRIDGE PCT.#1

SPIDLE & SPIDLE  
ENTERGY  
OFFICE DEPOT  
SOUTHEAST TEXAS WATER  
VULCAN MATERIALS CO.  
WALMART COMMUNITY BRC  
EDDIE ARNOLD  
REPUBLIC SERVICES3,201.15  
570.88  
172.79  
14.00  
5,096.73  
191.04  
892.30  
76.05463343  
463379  
463402  
463419  
463431  
463448  
463476  
463556

10,214.94\*\*

## ROAD &amp; BRIDGE PCT.#2

CITY OF NEDERLAND  
ENTERGY  
MUNRO'S  
RITTER @ HOME  
AT&T  
BUMPER TO BUMPER  
MARTIN PRODUCT SALES LLC  
REPUBLIC SERVICES155.48  
746.81  
20.00  
38.19  
101.37  
72.72  
4,014.00  
122.69463361  
463379  
463399  
463410  
463420  
463475  
463485  
463556

5,271.26\*\*

## ROAD &amp; BRIDGE PCT. # 3

BEAUMONT TRACTOR COMPANY  
GULF COAST AUTOMOTIVE, INC.  
ENTERGY  
CASH ADVANCE ACCOUNT  
FASTENAL  
LOWE'S HOME CENTERS, INC.  
TEXAS GAS SERVICE  
ROSS RIDGE SAND COMPANY LP  
NORTHERN TOOL AND EQUIPMENT  
REPUBLIC SERVICES593.95  
43.75  
376.66  
953.10  
482.07  
35.70  
137.74  
1,920.00  
385.44  
45.00463355  
463377  
463379  
463391  
463439  
463460  
463467  
463496  
463522  
463556

4,973.41\*\*

## ROAD &amp; BRIDGE PCT.#4

A&A EQUIPMENT  
AUDILET TRACTOR SALES  
COASTAL WELDING SUPPLY  
ENTERGY  
CASH ADVANCE ACCOUNT  
M&D SUPPLY  
MUNRO'S  
SMART'S TRUCK & TRAILER, INC.  
SOUTHEAST TEXAS WATER  
AT&T  
WHOLESALE ELECTRIC SUPPLY CO.  
UNITED STATES POSTAL SERVICE  
MODICA BROS. TIRES & WHEELS  
LANSDOWNE-MOODY CO  
ON TIME TIRE  
ASCO  
REPUBLIC SERVICES  
O'REILLY AUTO PARTS  
NATIONAL PEN CO LLC  
PIXELS PHOTOGRAPHY & GRAPHICS221.23  
110.00  
65.10  
18.90  
913.18  
178.83  
75.61  
54.35  
56.65  
79.92  
217.14  
1.30  
850.74  
2,297.00  
95.00  
43.25  
214.79  
12.96  
160.95  
200.00463337  
463351  
463364  
463379  
463391  
463396  
463399  
463416  
463419  
463420  
463434  
463450  
463455  
463484  
463525  
463531  
463556  
463582  
463595  
463597

5,866.90\*\*

## ENGINEERING FUND

TRI-CITY COFFEE SERVICE  
VERIZON WIRELESS  
CANON SOLUTIONS AMERICA INC  
FUNCTION 4 LLC129.40  
247.79  
120.00  
140.00463429  
463446  
463530  
463566

637.19\*\*

## PARKS &amp; RECREATION

CERTIFIED LABORATORIES

217.50

463358

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF PORT ARTHUR - WATER DEPT.	60.70	4633360	
ENTERGY	1,770.62	4633379	
WALMART COMMUNITY BRC	273.90	4633448	
LOWE'S HOME CENTERS, INC.	79.86	4633460	
GENERAL FUND			2,402.58**
TAX OFFICE			
OFFICE DEPOT	927.78	4633402	
PITNEY BOWES, INC.	829.88	4633404	
ACE IMAGEWEAR	23.55	4633415	
SOUTHEAST TEXAS WATER	271.00	4633419	
CDW COMPUTER CENTERS, INC.	186.68	4633440	
UNITED STATES POSTAL SERVICE	302.83	4633450	
UNITED STATES POSTAL SERVICE	37.25	4633451	
ATTABOY TERMITES & PEST CONTROL	41.22	4633508	
JEFFERSON COUNTY CREDIT CARDS	191.98	4633518	
ALLISON GETZ	961.00	4633551	
KWP TELECOM LLC	1,575.00	4633554	
COUNTY HUMAN RESOURCES			5,348.17*
SOCIETY FOR HUMAN RESOURCE	209.00	4633417	
PRE CHECK, INC.	193.00	4633444	
UNITED STATES POSTAL SERVICE	5.77	4633450	
SIERRA SPRING WATER CO. - BT	34.00	4633454	
TEXAS PRIMA	380.00	4633502	
JEFFERSON COUNTY CREDIT CARDS	597.54	4633518	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	100.00	4633561	
AUDITOR'S OFFICE			1,519.31*
OFFICE DEPOT	53.04	4633402	
SOUTHEAST TEXAS WATER	29.95	4633419	
UNITED STATES POSTAL SERVICE	11.27	4633450	
COUNTY CLERK			94.26*
UNITED STATES POSTAL SERVICE	153.99	4633450	
UNITED STATES POSTAL SERVICE	64.90	4633451	
FILEX SYSTEMS, INC.	1,000.00	4633520	
COUNTY JUDGE			1,218.89*
JEFF R BRANICK	654.79	4633487	
HUBERT OXFORD IV	500.00	4633505	
JERRY JOHN BRAGG	500.00	4633511	
JAN GIROUARD & ASSOCIATES LLC	200.00	4633560	
RISK MANAGEMENT			1,854.79*
UNITED STATES POSTAL SERVICE	2.30	4633450	
KRISTEN HANKCOCK	35.01	4633458	
VERONA ADAMS	69.94	4633462	
TEXAS PRIMA	380.00	4633503	
COUNTY TREASURER			487.25*
UNITED STATES POSTAL SERVICE	2.99	4633450	
PURCHASING DEPARTMENT			2.99*
PORT ARTHUR NEWS, INC.	812.56	4633405	
UNITED STATES POSTAL SERVICE	3.89	4633450	
GENERAL SERVICES			816.45*
B&L MAIL PRESORT SERVICE	1,203.78	4633353	
CURTIS 1000, INC.	406.90	4633368	
JEFFERSON CTY. TAX DEPARTMENT	100.00	4633388	
CASH ADVANCE ACCOUNT	80.00	4633391	
TIME WARNER COMMUNICATIONS	2,442.76	4633424	

NAME	AMOUNT	CHECK NO.	TOTAL
ADVANCED STAFFING	97.50	463438	
SAM'S CLUB DIRECT	112.59	463527	
WHITLEY PENN LLP	18,000.00	463580	22,443.53*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	4,340.32	463440	
JOHN FERRARA	1,035.36	463471	
PROGRESS SOFTWARE CORPORATION	600.60	463590	5,976.28*
VOTERS REGISTRATION DEPT			
THE EXAMINER	300.00	463372	
UNITED STATES POSTAL SERVICE	110.17	463450	
AMG PRINTING & MAILING LLC	5,660.06	463572	6,070.23*
ELECTIONS DEPARTMENT			
AT&T MOBILITY	762.10	463555	
DISTRICT ATTORNEY			762.10*
JEFFERSON CTY. DISTRICT ATTORNEY	8,858.81	463387	
CASH ADVANCE ACCOUNT	50.00	463391	
UNITED STATES POSTAL SERVICE	293.97	463450	9,202.78*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	314.56	463450	
JEFFERSON COUNTY CREDIT CARDS	566.13	463518	880.69*
CRIMINAL DISTRICT COURT			
DAVID GROVE	8,750.00	463344	
THOMAS J. BURBANK PC	800.00	463357	
DONALD W. DUESLER & ASSOC.	8,750.00	463369	
KEVIN PAULA SEKALY PC	8,750.00	463414	
UNITED STATES POSTAL SERVICE	.41	463450	
LANGSTON ADAMS	900.00	463464	
JARED GILTHORPE	800.00	463545	28,750.41*
58TH DISTRICT COURT			
OFFICE DEPOT	447.92	463402	
SOUTHEAST TEXAS WATER	29.95	463419	
UNITED STATES POSTAL SERVICE	.82	463450	
MELISSA NAIL	967.52	463563	1,446.21*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	4.94	463450	4.94*
136TH DISTRICT COURT			
LEXIS-NEXIS	69.00	463452	69.00*
172ND DISTRICT COURT			
CASH ADVANCE ACCOUNT	1,076.70	463391	1,076.70*
252ND DISTRICT COURT			
SUMMER TANNER	2,100.05	463488	
ALLEN PARKER	8,750.00	463512	
BRITTANIE HOLMES	8,750.00	463528	
M.K. HAMZA, PHD, P.A.	1,200.00	463529	
THOMAS WILLIAM KELLEY	8,750.00	463587	
K MICHAEL MAYES	119.48	463591	29,669.53*
279TH DISTRICT COURT			
PHILLIP DOWDEN	325.00	463348	
MARVA PROVO	325.00	463407	

NAME	AMOUNT	CHECK NO.	TOTAL
ANITA F. PROVO	100.00	463408	
WENDELL RADFORD	1,050.00	463409	
UNITED STATES POSTAL SERVICE	.82	463450	
LANGSTON ADAMS	325.00	463464	
JOEL WEBB VAZQUEZ	100.00	463473	
KIMBERLY PHELAN, P.C.	300.00	463480	
P DEAN BRINKLEY	200.00	463516	
JONATHAN L. STOVALL	300.00	463519	
ALICIA K HALL	100.00	463524	
BRITTANIE HOLMES	100.00	463528	
MATUSKA LAW FIRM	1,050.00	463542	
TARA SHELANDER	900.00	463544	
LAW OFFICE OF J SCOTT FREDERICK	500.00	463549	
GORDON D FRIESZ	100.00	463553	
LAW OFFICE OF SOLOMON FREIMUTH	50.00	463573	
317TH DISTRICT COURT			5,825.82*
PHILLIP DOWDEN	150.00	463348	
CASH ADVANCE ACCOUNT	1,434.90	463391	
MARVA PROVO	325.00	463407	
ANITA F. PROVO	500.00	463408	
GLEN M. CROCKER	150.00	463457	
JOEL WEBB VAZQUEZ	650.00	463473	
KIMBERLY PHELAN, P.C.	150.00	463480	
TONYA CONNELL TOUPS	150.00	463498	
ALLEN PARKER	300.00	463512	
ALICIA K HALL	300.00	463524	
BRITTANIE HOLMES	150.00	463528	
WILLIAM FORD DISHMAN	150.00	463538	
MELANIE AIREY	150.00	463548	
JIMMY ALLAN BELL	500.00	463589	
JUDY PAASCH	2,465.42	463600	
JUSTICE COURT-PCT 1 PL 1			7,525.32*
OFFICE DEPOT	225.54	463402	
UNITED STATES POSTAL SERVICE	38.76	463450	
LEXISNEXIS- ACCURINT	93.73	463510	
JUSTICE COURT-PCT 1 PL 2			358.03*
LEXISNEXIS- ACCURINT	93.73	463510	
JUSTICE COURT-PCT 2			93.73*
JEFFERSON COUNTY CREDIT CARDS	203.88	463518	
JUSTICE COURT-PCT 4			203.88*
AT&T	79.92	463420	
JUSTICE COURT-PCT 6			79.92*
UNITED STATES POSTAL SERVICE	33.82	463450	
LEXISNEXIS- ACCURINT	93.73	463510	
JUSTICE COURT-PCT 7			127.55*
OFFICE DEPOT	607.36	463402	
LEXISNEXIS- ACCURINT	93.73	463510	
JUSTICE OF PEACE PCT. 8			701.09*
UNITED STATES POSTAL SERVICE	92.70	463451	
LEXISNEXIS- ACCURINT	93.73	463510	
COUNTY COURT AT LAW NO.1			186.43*
UNITED STATES POSTAL SERVICE	1.65	463450	
COUNTY COURT AT LAW NO. 2			1.65*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	8.74	463450	8.74*
COUNTY COURT AT LAW NO. 3			
DAVID GROVE	300.00	463344	
DONALD BOUDREAUX	250.00	463356	
CHARLES ROJAS	500.00	463442	
UNITED STATES POSTAL SERVICE	6.18	463450	
THE SAMUEL FIRM, PLLC	250.00	463588	
MEDIATION CENTER			1,306.18*
UNITED STATES POSTAL SERVICE	2.39	463450	2.39*
ALTERNATIVE SCHOOL			
SANITARY SUPPLY, INC.	988.05	463412	988.05*
COMMUNITY SUPERVISION			
OFFICE DEPOT	1,247.92	463402	1,247.92*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	28.78	463361	
EQUINE MEDICINE & SURGERY	56.00	463371	
GT DISTRIBUTORS, INC.	37.12	463374	
ENTERGY	823.40	463379	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	541.00	463386	
OFFICE DEPOT	1,049.71	463402	
AT&T	131.84	463420	
UNITED STATES POSTAL SERVICE	1,386.42	463450	
BEAUMONT OCCUPATIONAL SERVICE, INC.	69.90	463459	
JEFFERSON COUNTY CREDIT CARDS	307.80	463518	
TRANSUNION RISK AND ALTERNATIVE	622.40	463547	
REPUBLIC SERVICES	45.00	463556	
3L PRINTING COMPANY	25.00	463559	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	50.00	463561	
BEARCOM / KAY ELECTRONICS	125.51	463592	
CRIME LABORATORY			5,299.88*
ALLOMETRICS INC.	130.00	463342	
AGILENT TECHNOLOGIES	49.74	463346	
LYNN PEAVEY CO., INC.	451.00	463395	
OFFICE DEPOT	273.61	463402	
SANITARY SUPPLY, INC.	107.85	463412	
HENRY SCHEIN, INC.	358.44	463413	
JEFFERSON COUNTY CREDIT CARDS	328.44	463518	
HUNTER JONES	34.62	463558	
JAIL - NO. 2			1,733.70*
AVIALL	4,158.84	463352	
BOB BARKER CO., INC.	35.10	463354	
CITY OF BEAUMONT - WATER DEPT.	16.00	463359	
COASTAL WELDING SUPPLY	88.35	463364	
COBURN SUPPLY COMPANY INC	110.11	463365	
ECOLAB	880.90	463370	
GT DISTRIBUTORS, INC.	166.30	463374	
ENTERGY	62.30	463379	
HARBOR FREIGHT TOOLS	21.99	463383	
CASH ADVANCE ACCOUNT	1,116.70	463391	
SANITARY SUPPLY, INC.	4,228.68	463412	
AT&T	1,409.52	463420	
WALMART COMMUNITY BRC	33.76	463448	
MARK ELLIS	46.72	463486	
WORLD FUEL SERVICES	276.00	463509	
JEFFERSON COUNTY CREDIT CARDS	260.00	463518	
SAM'S CLUB DIRECT	620.33	463527	
MATERA PAPER COMPANY INC	3,923.09	463533	
THOMSON REUTERS-WEST	3,503.36	463534	
KROPP HOLDINGS INC	313.38	463536	

NAME	AMOUNT	CHECK NO.	TOTAL
REPUBLIC SERVICES	3,003.68	463556	
THE MONOGRAM SHOP	24.00	463568	
CORRHEALTH LLC	360,387.91	463578	
MOORE-ALL TEX SUPPLY	220.23	463579	
CADDY COUNTY	351.00	463596	
			385,258.25*
JUVENILE PROBATION DEPT.			
FED EX	43.93	463373	
EDWARD B. GRIPON, M.D., P.A.	130.00	463376	
G. FRAN HUDGINS	927.00	463384	
OFFICE DEPOT	220.32	463402	
CHERYL TARVER	92.80	463436	
UNITED STATES POSTAL SERVICE	1.24	463450	
NISHA AMIN	810.00	463501	
CEREBELLUM CORPORATION	413.73	463526	
VICTOR CANTU	59.74	463537	
ROXANA MITCHELL	256.36	463552	
SUMMER KENNISON	88.16	463565	
KAYLAN BURTON	175.74	463570	
TRISH DAVIS	161.93	463584	
			3,380.95*
JUVENILE DETENTION HOME			
FLOWERS FOODS	285.03	463470	
BEN E KEITH FOODS	3,448.04	463472	
VANSCHECA SANDERS-CHEVIS	600.00	463490	
A1 FILTER SERVICE COMPANY	183.79	463523	
WASTEWATER TRANSPORT SERVICES LLC	918.00	463543	
REPUBLIC SERVICES	704.70	463556	
VACUUM CITY & UNIQUE GIFTS	349.95	463575	
			6,489.51*
CONSTABLE PCT 1			
CASH ADVANCE ACCOUNT	1,310.85	463391	
TAC - TEXAS ASSN. OF COUNTIES	230.00	463422	
UNITED STATES POSTAL SERVICE	18.48	463450	
LEXISNEXIS- ACCURINT	93.73	463510	
			1,653.06*
CONSTABLE-PCT 2			
LEXISNEXIS- ACCURINT	93.72	463510	
SILSBEE FORD INC	471.72	463540	
TND WORKWEAR CO LLC	1,332.00	463567	
			1,897.44*
CONSTABLE-PCT 4			
CASH ADVANCE ACCOUNT	752.60	463391	
AT&T	39.96	463420	
DISH NETWORK	62.57	463493	
JEFFERSON COUNTY CREDIT CARDS	217.34	463518	
TRANSUNION RISK AND ALTERNATIVE	70.00	463546	
			1,142.47*
CONSTABLE-PCT 6			
COCOMO JOE'S	22.50	463366	
UNITED STATES POSTAL SERVICE	4.12	463450	
DISCOUNT UNIFORM INTERNATIONAL INC	79.98	463483	
LEXISNEXIS- ACCURINT	93.73	463510	
			200.33*
CONSTABLE PCT. 8			
OFFICE DEPOT	24.39	463402	
AUTO TRIM EXPRESS	350.00	463443	
			325.61*
AGRICULTURE EXTENSION SVC			
STARLA B. GARLICK	173.42	463339	
OFFICE DEPOT	52.83	463402	
UNITED STATES POSTAL SERVICE	18.13	463450	
PAULA TACKER	66.12	463576	
			310.50*
HEALTH AND WELFARE NO. 1			

NAME	AMOUNT	CHECK NO.	
CLAYBAR FUNERAL HOME, INC.	6,240.00	463362	
OFFICE DEPOT	99.59	4633402	
UNITED STATES POSTAL SERVICE	47.38	4633450	
TEXAS CONFERENCE OF URBAN COUNTIES	77.50	4633461	
LEXISNEXIS- ACCURINT	140.60	4633510	
PROCTOR'S MORTUARY INC	1,500.00	4633514	
SAM'S CLUB DIRECT	60.84	4633527	
AUSTIN CECIL WALKES MD PA	2,932.58	4633599	
HEALTH AND WELFARE NO. 2			11,098.49*
CLAYBAR FUNERAL HOME, INC.	2,080.00	463363	
O.W. COLLINS APARTMENTS	196.05	463367	
ENTERGY	70.00	463382	
LEVINGSTON FUNERAL HOME	1,500.00	4633393	
CDW COMPUTER CENTERS, INC.	142.13	4633440	
UNITED STATES POSTAL SERVICE	192.60	4633451	
TEXAS CONFERENCE OF URBAN COUNTIES	77.50	4633461	
HEB CREDIT RECEIVABLES DEPT 308	69.35	4633504	
LEXISNEXIS- ACCURINT	140.60	4633510	
AUSTIN CECIL WALKES MD PA	2,932.58	4633599	
INDIGENT MEDICAL SERVICES			7,400.81*
TDS OPERATING INC	243.00	4633577	
CORLISS R FLOURNOY	1,200.00	4633585	
EMERGENCY MANAGEMENT			1,443.00*
VERIZON WIRELESS	150.00	463446	
MAINTENANCE-BEAUMONT			150.00*
LOUIS AND COMPANY	266.00	463340	
JOHNSTONE SUPPLY	875.76	463345	
CERTIFIED LABORATORIES	1,112.75	4633358	
COBURN SUPPLY COMPANY INC	69.27	4633365	
W.W. GRAINGER, INC.	262.09	4633375	
ENTERGY	232.53	4633379	
M&D SUPPLY	16.45	4633396	
RALPH'S INDUSTRIAL ELECTRONICS	66.24	463411	
ACE IMAGEWEAR	175.68	463415	
S.E. TEXAS BUILDING SERVICE	25,381.80	463418	
WARREN EQUIPMENT CO.	27.98	463432	
WHOLESALE ELECTRIC SUPPLY CO.	145.70	463434	
WORTH HYDROCHEM	265.00	463435	
THOMAS A/C SUPPLY INC	1,342.50	463445	
WALMART COMMUNITY BRC	149.68	463448	
ACADIAN HARDWOODS, BEAUMONT	221.96	463463	
BAKER DISTRIBUTING COMPANY	3,788.70	463469	
JEFFERSON COUNTY CREDIT CARDS	125.00	463518	
CARRIER ENTERPRISE LLC	426.70	463535	
REPUBLIC SERVICES	2,114.10	463556	
CINTAS CORPORATION	46.10	463562	
ZENO IMAGING	1,325.19	463598	
MAINTENANCE-PORT ARTHUR			38,437.18*
ENTERGY	5,579.55	463379	
JEFFERSON COUNTY CREDIT CARDS	157.56	463518	
MAINTENANCE-MID COUNTY			5,737.11*
CITY OF NEDERLAND	20.65	463361	
ENTERGY	2,354.62	463379	
SANITARY SUPPLY, INC.	170.56	463412	
ACE IMAGEWEAR	70.16	463415	
TIME WARNER COMMUNICATIONS	47.00	463427	
W. JEFFERSON COUNTY M.W.D.	27.14	463433	
REPUBLIC SERVICES	92.10	463556	
SERVICE CENTER			2,782.23*

NAME	AMOUNT	CHECK NO.	TOTAL
ACTION AUTO GLASS	305.99	463341	
SPIDLE & SPIDLE	18,131.42	463343	
J.K. CHEVROLET CO.	47.86	463385	
MUNRO'S	48.07	463399	
PHILPOTT MOTORS, INC.	109.48	463403	
RITTER @ HOME	44.97	463410	
SANITARY SUPPLY, INC.	108.75	463412	
AT&T	65.92	463420	
FASTENAL	51.53	463439	
VOYAGER FLEET SYSTEM, INC.	22,196.17	463468	
BUMPER TO BUMPER	953.30	463475	
AMERICAN TIRE DISTRIBUTORS	234.28	463506	
C & I OIL COMPANY INC	945.00	463507	
MIGHTY OF SOUTHEAST TEXAS	306.79	463521	
SILSBEE FORD INC	6,604.12	463540	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	324.40	463541	
REPUBLIC SERVICES	122.69	463556	
DENNIS LOWE	77.13	463564	
THE GOODYEAR TIRE & RUBBER COMPANY	206.33	463581	
O'REILLY AUTO PARTS	15.99	463582	
			50,900.19*
VETERANS SERVICE			
OFFICE DEPOT	65.32	463402	
UNITED STATES POSTAL SERVICE	2.82	463450	
HILARY GUEST	106.60	463465	
			174.74*
MOSQUITO CONTROL FUND			662,166.66**
CITY OF NEDERLAND	46.91	463361	
ENTERGY	672.72	463379	
JACK BROOKS REGIONAL AIRPORT	574.53	463389	
MUNRO'S	55.48	463399	
TIME WARNER COMMUNICATIONS	96.02	463426	
TRIANGLE ENGINE DIST.	176.80	463428	
UNITED PARCEL SERVICE	27.10	463430	
RUTTY & MORRIS LLC	3,402.80	463495	
PARKER LUMBER	124.88	463515	
REPUBLIC SERVICES	122.69	463556	
O'REILLY AUTO PARTS	192.37	463582	
CY-FAIR TIRE	14.00	463593	
			5,506.30**
FEMA EMERGENCY			
ADJUSTERS INTERNATIONAL	412.50	463479	
ASCO	3,600.84	463531	
			4,013.34**
EMPG GRANT			
SOUTHEAST TEXAS WATER	39.75	463419	
AT&T	1.23	463420	
VERIZON WIRELESS	66.72	463446	
JEFFERSON COUNTY CREDIT CARDS	3,439.44	463518	
			3,547.14**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	64.70	463446	
			64.70**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	1,260.75	463402	
TIME WARNER COMMUNICATIONS	106.20	463425	
INTERFACE EAP	2,039.40	463437	
UNITED STATES POSTAL SERVICE	54.39	463450	
UNITED STATES POSTAL SERVICE	248.50	463451	
ABSHIRE INTERPRETING SERVICES	120.00	463499	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	463500	
JEFFERSON COUNTY CREDIT CARDS	150.00	463518	
			10,944.24**
JEFF. CO. WOMEN'S CENTER			
MARKET BASKET	350.30	463397	

NAME	AMOUNT	CHECK NO.	TOTAL
KIM MCKINNEY, LPC, LMFT	375.00	463398	
OFFICE DEPOT	168.70	463402	
PREMIUM PLUMBING	130.42	463406	
SYSCO FOOD SERVICES, INC.	1,149.83	463421	
TIME WARNER COMMUNICATIONS	40.58	463423	
TOWER COMMUNICATIONS, INC.	60.00	463447	
BEN E KEITH FOODS	1,106.88	463472	
ATTABOY TERMITE & PEST CONTROL	45.00	463508	
SAM'S CLUB DIRECT	204.05	463527	
MATERA PAPER COMPANY INC	635.89	463533	
WASTEWATER TRANSPORT SERVICES LLC	248.00	463543	
REPUBLIC SERVICES	150.26	463556	
CINTAS CORPORATION	53.22	463562	
DWI PRETRIAL DIVERSION			4,718.13**
OFFICE DEPOT	572.22	463402	572.22**
MISDEMEANOR PRE-TRIAL			
OFFICE DEPOT	1,021.12	463402	1,021.12**
VETERAN'S PRE-TRIAL PROG.			
OFFICE DEPOT	1,021.12	463402	1,021.12**
DRUG DIVERSION PROGRAM			
OFFICE DEPOT	1,370.16	463402	1,370.16**
JAG GRANTS			
SOUTHERN COMPUTER WAREHOUSE	176.78	463349	176.78**
LAW OFFICER TRAINING GRT			
OFFICE DEPOT	137.18	463402	
CDW COMPUTER CENTERS, INC.	61.88	463440	
COUNTY CLERK - RECORD MGT			199.06**
FILEX SYSTEMS, INC.	2,000.00	463520	2,000.00**
DRUG INTERVENTION COURT			
SOUTHEAST TEXAS COUNCIL ON ALCOHOL	3,480.00	463390	
LAND MANOR, INC.	2,590.00	463441	
REDWOOD TOXICOLOGY LABORATORY	1,690.50	463494	
COUNTY RECORDS MANAGEMENT			7,760.50**
BRUCE HAMILTON	315.00	463466	
FRIENDS OF THE TEXAS HISTORICAL	315.00	463513	
J.P. COURTROOM TECH. FUND			630.00**
SHI GOVERNMENT SOLUTIONS, INC.	3,690.12	463456	3,690.12**
HOTEL OCCUPANCY TAX FUND			
N&T CONSTRUCTION COMPANY, INC.	45,498.81	463338	
ALL STAR PLUMBING	1,684.63	463347	
CASH ADVANCE ACCOUNT	319.68	463391	
M&D SUPPLY	11.97	463396	
MUNRO'S	130.10	463399	
AT&T	188.33	463420	
TRI-CITY COFFEE SERVICE	51.35	463429	
DIRECT ENTERTAINMENT	569.00	463489	
DISH NETWORK	123.58	463492	
JEFFERSON COUNTY CREDIT CARDS	20.99	463518	
REPUBLIC SERVICES	122.69	463556	
CAPITAL PROJECTS FUND			48,721.13**

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	2,276.80	463402	2,276.80**
COASTAL RESTORATION PRJCT			
TIM RICHARDSON	10,500.00	463539	10,500.00**
AIRPORT FUND			
ENTERGY	11,005.83	463381	
JOHNSON CONTROLS, INC.	520.00	463392	
LOUIS' YAZOO SALES & SERVICE, LLC	329.80	463394	
RALPH'S INDUSTRIAL ELECTRONICS	96.33	463411	
SANITARY SUPPLY, INC.	228.66	463412	
AT&T	532.20	463420	
TRI-CITY COFFEE SERVICE	320.10	463429	
UNITED STATES POSTAL SERVICE	2.47	463450	
CBA LIGHTING & CONTROLS	1,384.55	463474	
BUMPER TO BUMPER	79.79	463475	
DISH NETWORK	103.08	463491	
ATTABOY TERMITE & PEST CONTROL	308.01	463508	
COASTAL BUSINESS FORMS	617.10	463532	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	67.64	463541	
GALLS LLC	369.22	463550	
REPUBLIC SERVICES	440.67	463556	
TITAN AVIATION FUELS	36,440.74	463583	
SE TX EMP. BENEFIT POOL			52,846.19**
STANDARD INSURANCE COMPANY	22,690.86	463478	
RELIANCE STANDARD LIFE INSURANCE	5,889.51	463481	
EXPRESS SCRIPTS INC	115,993.67	463574	
NEUROMUSCULAR CORPORATE SOLUTIONS	31,800.00	463586	
SETEC FUND			176,374.04**
REPUBLIC SERVICES	730.00	463556	
WORKER'S COMPENSATION FD			730.00**
TRISTAR RISK MANAGEMENT	22,894.90	463477	
SHERIFF'S FORFEITURE FUND			22,894.90**
WALMART COMMUNITY BRC	46.44	463448	
GUARDIANSHIP FEE			46.44**
ANITA F. PROVO	200.00	463408	
J.T. HAYNES	200.00	463482	
MARINE DIVISION			400.00**
RICKY ANDERSON	125.25	463350	
ENTERGY	788.52	463379	
OFFICE DEPOT	193.62	463402	
AT&T	85.52	463420	
VERIZON WIRELESS	531.86	463446	
SIERRA SPRING WATER CO. - BT	71.96	463453	
BUMPER TO BUMPER	325.77	463475	
THE DINGO GROUP-PETE JORGENSEN MARI	231.29	463497	
GALLS LLC	275.00	463550	
VECTOR SECURITY	39.95	463569	
HELICOPTER INSTITUTE INC	9,700.00	463571	
THE UPS STORE 5010	334.17	463594	
SHERIFF - COMMISSARY			12,702.91**
CURTIS 1000, INC.	.00	463368	
WALMART COMMUNITY BRC	424.76	463448	
THOMSON REUTERS-WEST	276.43	463534	
			701.19**
			1,067,147.57***

## INTERLOCAL CONTRACT

## SOUTHEAST TEXAS AUTO THEFT TASK FORCE

STATE OF TEXAS §  
COUNTY OF JEFFERSON §

This Interlocal Contract, ("Contract") is entered into between the City of Beaumont, a municipal corporation situated in Jefferson County, Texas, ("Beaumont"), the City of Port Arthur, a municipal corporation situated in Jefferson County, Texas ("Port Arthur") , Jefferson County, a political subdivision of the State of Texas ("Jefferson County") , Hardin County, a political subdivision of the State of Texas ("Hardin County"), Jasper County, a political subdivision of the State of Texas ("Jasper County"), and Orange County, a political subdivision of the State of Texas ("Orange County") pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. Sec. 791.001 - 791.027 (Vernon 1997).

WITNESSETH

**Whereas, Beaumont, Port Arthur, Hardin County, Jasper County, Jefferson County, and Orange County**, collectively herein after referred to as "**Parties**", seek to contract or agree with each other to perform certain governmental functions and services in a joint cooperative agency which is known as the Southeast Texas Auto Theft Task Force ("Task Force"); and

**Whereas, the Parties** are each independently authorized, pursuant to Tex. Gov't. Code Ann. Sec. 791.001 to enter into a joint contract to provide a governmental function or service which each party to the Contract is authorized to perform individually; and

**Whereas, the Parties** wish to file a joint application for grant funding (FY2020) with the Motor Vehicle Crimes Prevention Authority of the State of Texas ("Authority") in the amount of \$528,714.00; and

**Whereas**, there are approximately 400,000 registered motor vehicles in Jefferson, Hardin, Jasper, and Orange Counties combined; and, the **Parties** believe it to be in the best interest of the **Parties** to continue the operation of the **Task Force** based upon positive efforts of prior operations of the **Task Force** to combat auto thefts and auto burglaries in the region; and

**Whereas**, the **Parties** have agreed to provide \$361,626 in funding (personnel services, equipment, vehicle supplies, salaries, benefits, and insurance) to be used to match the funding sought from the **Authority**; and

**Whereas**, the **Parties** believe that it is in their mutual interest to enter into this **Contract** to carry-out operations of the **Task Force**; and

**Whereas**, the **Parties** agree to abide by all pertinent federal, state and local laws and regulations;

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE I.**

- 1.01 The purpose of this **Contract** is to continue the operation of the **Task Force** pursuant to a joint application filed with the **Authority** for FY 2020 grant funding of the **Task Force**. (See Exhibit "A" which is attached hereto and incorporated herein.)
- 1.02 The **Parties** to this **Contract** hereby mutually agree to cooperate to whatever extent is necessary to carry out the work plan set forth in the grant application.

## ARTICLE II.

2.01 The term of this **Contract** shall be for a period of one (1) year from and after the date of August 31, 2019 subject to other termination rights of the **Parties** as established in this document.

## ARTICLE III.

3.01 As a condition and part of this **Contract**, the **Parties** agree to contribute a total of \$361,626 in match funding for operation of the **Task Force** in the following amounts:

Match by the City of Beaumont	\$226,250
Match by the City of Port Arthur	\$55,582
Match by Jefferson County	\$55,294
Match by Hardin County	\$24,500
Match by Jasper County	-0-
Match by Orange County	-0-

## ARTICLE IV.

4.01 The expenditure of funds, including the anticipated receipt of \$528,714.00 from the **Authority** is set out in Exhibit "B" which is attached hereto and incorporated herein.

## ARTICLE V.

5.01 **Beaumont** is designated as the primary agency ("GRANTEE") for purposes of this **Contract** and for purposes of receipt and disbursement of all funds received from the **Authority**. **Beaumont** shall designate a lieutenant of the Beaumont

Police Department to serve as the director for the **Task Force** who shall be authorized to establish rules, regulations, directives, etc. for operation of the **Task Force** and the administration of funding for the **Task Force**.

#### ARTICLE VI.

6.01 Upon termination of this **Contract**, right, title and ownership of non-expendable property acquired pursuant to this **Contract** will revert to the individual party for which it was acquired, subject to the statutes of the State of Texas and approval of the **Authority**.

#### ARTICLE VII.

7.01 **Beaumont, Port Arthur, Hardin County, Jasper County, Jefferson County**, and **Orange County** as political subdivisions, are governed by the Texas Tort Claims Act, Chapter 101.001 et seq., Civil Practice and Remedies Code.

**Beaumont, Port Arthur, Hardin County, Jasper County, Jefferson County** and **Orange County** warrant and represent to each other that they are self-insured or commercially insured for all claims falling within the Texas Tort Claims Act.

7.02 Each party to this **Contract** agrees that it shall have no liability whatsoever for acts or omissions of an individual employed by another party regardless of where the individual's actions occurred. Each party is solely responsible for the action and/or omissions of its employees and officers.

#### ARTICLE VIII.

8.01 The **Parties** certify that the **Task Force** is a program that meets all the

requirements of the **Authority** program, that the information set forth in this **Contract** is correct, and that the **Parties** will comply with the appropriate provisions of the **Authority**.

8.02 The **Parties** assure and certify that they will comply with the regulations, policies, guidelines, and requirements set forth in the "MVCAP Grant Assurances" section of the 2018 Grant Application and the Administrative Guide issued by the **Authority** pursuant to the acceptance and use of any federal funds. If any of the provisions of the "Assurances" are applicable pursuant to statutes of the State of Texas, the **Parties** will comply with those pertinent parts.

8.03 The **Parties** assure and certify to the **Authority** that they are in compliance with Subtitle A, Title II of the Americans with Disabilities Act (A.D.A.), 42 U.S.C. 12131-12134, and Department of Justice implementing regulation 28 C.F.R., Part 35.

8.04 Attached as Exhibit "C" is a digest representing the Authority's approved budget summary for grant 608-20-1230100. The Parties agree that they shall be responsible for determining, prior to expenditure of funds, that:

1. Salaries are in accordance with local policy of participating agencies.
2. Personnel are classified in accordance with the needed qualification for the position.
3. Fringe benefits are in accordance with local policy of the participating agencies.
4. Travel policy is in accordance with the travel policy of the City of Beaumont.

## ARTICLE IX.

9.01 This **Contract** may only be amended by mutual agreement of the **Parties** hereto in writing and any amendments shall be attached to and incorporated into this **Contract**.

## ARTICLE X.

10.1 In case any one or more of the provisions contained in this **Contract** shall be held to be invalid, illegal or unenforceable in any aspect, such invalidity, illegality or unenforceability shall not affect any other provision of the **Contract**, and this **Contract** shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## ARTICLE XI.

11.01 This **Contract** supersedes any and all other agreements, either oral or in writing, between the **Parties** hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding.

EXECUTED by the City of Beaumont this \_\_\_\_\_ day of  
\_\_\_\_\_, 2019.

CITY OF BEAUMONT, TEXAS

By: \_\_\_\_\_  
Kyle Hayes, City Manager

EXECUTED by Jefferson County this \_\_\_\_\_ day of  
\_\_\_\_\_, 2019.

JEFFERSON COUNTY, TEXAS

By: \_\_\_\_\_  
Jeff Branick, County Judge

EXECUTED by the City of Port Arthur this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF PORT ARTHUR

By: \_\_\_\_\_  
Ron Burton, City Manager

EXECUTED by Orange County this \_\_\_\_\_ day of \_\_\_\_\_,  
2019.

ORANGE COUNTY, TEXAS

By: \_\_\_\_\_  
John Gothia, County Judge

EXECUTED by Hardin County this \_\_\_\_\_ day  
of \_\_\_\_\_, 2019.

HARDIN COUNTY, TEXAS

By: \_\_\_\_\_  
Wayne McDaniel, Jr, County Judge

EXECUTED by Jasper County this \_\_\_\_\_ day of  
\_\_\_\_\_, 2019.

JASPER COUNTY, TEXAS

By: \_\_\_\_\_

Mark Allen, County Judge



August 21, 2019

Mr. Kyle Hayes, City Manager

City of Beaumont

P.O. Box 3827

Beaumont, Texas 77704

Via Email: [kyle.hayes@beaumonttexas.gov](mailto:kyle.hayes@beaumonttexas.gov)Re: **FY2020 ABTPA Statement of Grant Award and Acceptance Notice**Grant Number: **608-20-1230100**Grantee: **City of Beaumont**Program Title: **Southeast Texas Auto Theft Task Force**Grant Award Amount: **\$528,714**Grant Term: **September 1, 2019 to August 31, 2020**

Dear Mr. Hayes,

I am pleased to inform you that the City of Beaumont has been approved for a grant award awarded by the Automobile Burglary and Theft Prevention Authority (ABTPA) [effective September 1, 2019 name change to Motor Vehicle Crime Prevention Authority] in the amount indicated above. The award will be from September 1, 2019 through August 31, 2020. The grant award must be officially accepted by signing and returning the enclosed Statement of Grant Award and grantee acceptance notice within 30 days from the date received.

We look forward to working with you to combat and reduce motor vehicle theft and burglary. Any questions relating to the administration of this grant should be directed to our office. Please do not hesitate to contact me should you require further assistance with this matter. I can be reached at [Bryan.Wilson@txdmv.gov](mailto:Bryan.Wilson@txdmv.gov) or (512) 465-4012.

Sincerely,

Bryan E. Wilson  
Director

Copy via email: all agency designated grant officials



## EXHIBIT C

FY20 Automobile Burglary and Theft Prevention Authority  
 [effective September 1, 2019 name change to Motor Vehicle Crime Prevention Authority]  
 Statement of Grant Award and Grantee Acceptance Notice

Grant Number: **608-20-1230100**  
 Grantee: **City of Beaumont**  
 Program Title: **Southeast Texas Auto Theft Task Force**  
 Grant Award Amount: **\$528,714**  
 Total Cash Match Amount: **\$361,626**  
 Reimbursement Percent\*: **59.38%**  
 In-Kind Match Amount: **\$262,205**  
 Grant Term: **September 1, 2019 to August 31, 2020**

That whereas, City of Beaumont (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on April 19, 2019 to the Automobile Burglary and Theft Prevention Authority, State of Texas, entitled Southeast Texas Auto Theft Task Force, and further identified by grant number 608-20-1230100; and

Whereas, the Automobile Burglary and Theft Prevention Authority has approved the grant application as evidenced by this FY20 Statement of Grant Award and certain special requirements from the Automobile Burglary and Theft Prevention Authority dated **August 21, 2019**; and

Whereas, the Grantee desires to accept the FY20 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Revised Civil Statutes Article 4413(37);
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Uniform Grant Management Standards (UGMS) as promulgated by the Texas Comptroller of Public Accounts;
- The Request for Applications issued on April 19, 2019;
- The current Automobile Burglary and Theft Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award;
- The certification of compliance; and
- The Approved Grant Budget Summary:

<b>Approved Grant Budget Summary</b>				
	<b>ABTPA</b>	<b>Cash Match</b>	<b>Total</b>	<b>In-Kind</b>
Personnel	\$249,535	\$0	\$249,535	\$250,705
Fringe	\$0	\$186,850	\$186,850	\$0
Overtime	\$0	\$5,000	\$5,000	\$0
Professional and Contract Services	\$189,029	\$135,376	\$324,405	\$0
Travel	\$9,576	\$0	\$9,576	\$0
Equipment	\$0	\$0	\$0	\$0
Supplies and Direct Operating Expenses	\$80,574	\$34,400	\$114,974	\$11,500
<b>Total</b>	<b>\$528,714</b>	<b>\$361,626</b>	<b>\$890,340</b>	<b>\$262,205</b>

\*Reimbursement Percent: \*Reimbursement Percent: 59.38% - \$528,714 ABTPA Amt. / \$ 890,340 (ABTPA Amt. plus \$351,632 Cash Match)

Now, therefore, the Grantee accepts the FY20 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Automobile Burglary and Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the ABTPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Automobile Burglary and Prevention Authority. Applicable special conditions are listed below.

**Special Conditions and Requirements (ABTPA will only apply special conditions to applicable jurisdictions):**

**Border Security Report Requirement** – Grantees that receive Automobile Burglary and Prevention Authority funds and which are located along the United States of America border with the United States of Mexico and those that are adjacent to the Gulf Intracoastal Waterway are required to provide an additional report as required by the General Appropriations Act, page IX-38 Section 7:11 (b) 3; 86<sup>th</sup> Texas Legislature, Regular Session. The Governor or Legislative Budget Board may request additional information regarding the report data during the term of the grant.

APPROVED AND ACCEPTED BY:



\_\_\_\_\_  
Authorized Official

Kyle Hayes, City Mgr.  
\_\_\_\_\_  
Printed Name and Title

8-26-19  
\_\_\_\_\_  
Date Signed



August 21, 2019

**Lt. Tommy Hansen**  
*Chair*  
 Law Enforcement Representative  
 Hitchcock, Texas

**Ashley Hunter**  
 Insurance Representative  
 Austin, Texas

**Shay Gause**  
 Insurance Representative  
 Helotes, Texas

**Linda Kinney**  
 Consumer Representative  
 Dripping Springs, Texas

**Armin Mizani**  
 Consumer Representative  
 Keller, Texas

**Asst. Chief Mike Rodriguez**  
 Law Enforcement Representative  
 Laredo, Texas

Ex Officio Member  
 Steven C. McCraw  
 Major Justin Owen—Designee  
 Texas Department of Public Safety  
 Austin, Texas

**Bryan E. Wilson**  
 Director

Re: **FY2020 ABTPA Statement of Grant Award and Acceptance Notice**

Grant Number:	<b>608-20-1230100</b>
Grantee:	<b>City of Beaumont</b>
Program Title:	<b>Southeast Texas Auto Theft Task Force</b>
Grant Award Amount:	<b>\$528,714</b>
Grant Term:	<b>September 1, 2019 to August 31, 2020</b>

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<b>Approved Grant Budget Summary</b>				
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Travel	\$9,576	\$0	\$9,576	\$0
Equipment	\$0	\$0	\$0	\$0
Supplies and Direct Operating Expenses	\$80,574	\$34,400	\$114,974	\$11,500
<b>Total</b>	<b>\$528,714</b>	<b>\$361,626</b>	<b>\$890,340</b>	<b>\$262,205</b>

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**Special Conditions and Requirements (ABTPA will only apply special conditions to applicable jurisdictions):**

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APPROVED AND ACCEPTED BY:



\_\_\_\_\_  
Authorized Official

Kyle Hayes, City Mgr.  
\_\_\_\_\_  
Printed Name and Title

8-26-19

\_\_\_\_\_  
Date Signed

## EXHIBIT A

### City of Beaumont Grant Application Negotiation for Fiscal Year 2020

The Application was submitted by Kyle Hayes at 8/8/2019 2:08:00 PM and is now locked.

The confirmation Number is 2019080800112.

**Program Title** Please enter a short description of the proposed program that can be used as the title. *Southeast Texas Auto Theft Task Force*

Which type of grant are you applying for?

**Continued Grant** - Only available to agencies that have a 2019 grant. These are annual competitive grants for the program described in the application. The program must be submitted for substantially the same program as the previous year. The requested funds, match funds, and in-kind match must be within 5% of the previous year but in any event may not go below the 20% minimum cash match requirement. The number of staff positions must be within 5% of the total positions. Awarded activities are funded on a reimbursement basis.

To be eligible for consideration for funding, a program must be designed to support one or more of the following **ABTPA program categories**.

- Law Enforcement, Detection and Apprehension
- Reduction of the Sale of Stolen Vehicles or Parts
- Education Programs and Marketing

#### Grant Participation and Coverage Area

• **Other Coverage** (Describe): *Jefferson, Hardin, Orange, and Jasper counties and all municipalities therein.*

• **Law Enforcement Grant**

Participating and coverage agencies below.

**Participating Agencies:** agencies that will materially participate in the grant application through the use of interlocal agreements. The agencies selected in this list only includes agencies that will receive or provide funding and/or resources. The interlocal agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.

**Coverage Agencies:** agencies that will be covered by the grant but not materially participating in the grant application. These agencies will not be covered by a grant interlocal agreement but as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant. The agencies selected in this list only includes agencies that will be covered or where the chief of police or county sheriff indicates that their agency will coordinate or call upon the taskforce. These will not directly receive or provide funding and/or resources. Letters of support with the application from the participating agencies are strongly recommended.

Participating Agencies	Coverage Agencies
TX1000000 HARDIN CO SO	TX1000100 KOUNTZE PD
TX1230000 JEFFERSON CO SO	TX1000200 SILSBEE PD
TX1230100 BEAUMONT PD (MIP)	TX1000300 SOUR LAKE PD
TX1230700 PORT ARTHUR PD (AE)	TX1000900 LUMBERTON PD (IBR)
	TX1210000 JASPER CO SO
	TX1210100 JASPER PD
	TX1210200 KIRBYVILLE PD
	TX1230300 GROVES PD
	TX1230500 NEDERLAND PD
	TX1230800 PORT NECHES PD
	TX1231000 LAMAR UNIVERSITY PD
	TX1810000 ORANGE CO SO
	TX1810100 BRIDGE CITY PD
	TX1810200 ORANGE PD
	TX1810300 PINEHURST PD
	TX1810400 VIDOR PD
	TX1810500 WEST ORANGE PD
	TX1810800 ROSE CITY PD

**Resolution:** Complete a Resolution and submit to local governing body for approval. *Sample Resolution* is found in the Request for Application or send a request for an electronic copy to [grantsMVCAPA@txdmv.gov](mailto:grantsMVCAPA@txdmv.gov).

#### Grant Budget Summary

Budget Category	ABTPA Expenditures	Cash Match		Total Expenditures	In-Kind Match
		Expenditures	Expenditures		
Personnel	\$249,535			\$249,535	\$250,705
Fringe	\$0	\$186,850		\$186,850	\$0
Overtime	\$0	\$5,000		\$5,000	
Professional and Contract Services	\$189,029	\$135,376		\$324,405	
Travel	\$9,576	\$0		\$9,576	\$0
Equipment					
Supplies and Direct Operating Expenses (DOE)	\$80,574	\$34,400		\$114,974	\$11,500
Total	\$528,714	\$361,626		\$890,340	\$262,205
		68.40%			

Description	Subcategory	Pct Time	ABTPA Funds	Cash Match	Total	In-Kind Match
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#### Personnel

Investigator/LEO	100.00%	\$99,729	\$99,729
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Description	Subcategory	Pct Time	ABTPA Funds	Cash Match	Total	In-Kind Match
Program Director / Commander						
Program Manager / Supervisor	Investigator/LEO	100.00%			\$0	\$92,535
Investigator 1	Investigator/LEO	100.00%	\$76,783		\$76,783	
Investigator 2	Investigator/LEO	100.00%	\$73,023		\$73,023	
Investigator 3	Investigator/LEO	100.00%			\$0	\$79,082
Investigator 4	Investigator/LEO	100.00%			\$0	\$79,088
	Total Personnel		\$249,535		\$249,535	\$250,705

### Fringe

Program Director / Commander	Investigator/LEO		\$0	\$34,544	\$34,544	
Program Manager / Supervisor	Investigator/LEO		\$0	\$33,047	\$33,047	
Investigator 1	Investigator/LEO		\$0	\$29,771	\$29,771	\$0
Investigator 2	Investigator/LEO		\$0	\$28,989	\$28,989	\$0
Investigator 3	Investigator/LEO		\$0	\$30,249	\$30,249	
Investigator 4	Investigator/LEO		\$0	\$30,250	\$30,250	
	Total Fringe		\$0	\$186,850	\$186,850	\$0

### Overtime

Program Manager / Supervisor	Investigator/LEO		\$0	\$1,000	\$1,000	
Investigator 1	Investigator/LEO		\$0	\$1,000	\$1,000	
Investigator 2	Investigator/LEO		\$0	\$1,000	\$1,000	
Investigator 3	Investigator/LEO		\$0	\$1,000	\$1,000	
Investigator 4	Investigator/LEO		\$0	\$1,000	\$1,000	
	Total Overtime		\$0	\$5,000	\$5,000	

### Professional and Contract Services

Jefferson County SO Investigator	Investigator/LEO - personnel	100.00%	\$68,662	\$17,166	\$85,828	
Hardin County SO Investigator	Investigator/LEO - personnel	100.00%	\$57,089		\$57,089	
		100.00%	\$63,278	\$15,820	\$79,098	

Description	Subcategory	Pct Time	ABTPA Funds	Cash Match	Total	In-Kind Match
Port Arthur PD Investigator	Investigator/LEO - personnel					
Hardin County SO (Fringe)	Investigator/LEO - fringe	100.00%	\$0	\$24,500	\$24,500	
Jefferson County SO (Fringe)	Investigator/LEO - fringe	100.00%	\$0	\$38,128	\$38,128	
Port Arthur PD (Fringe)	Investigator/LEO - fringe	100.00%	\$0	\$39,762	\$39,762	
	Total Professional and Contract Services		\$189,029	\$135,376	\$324,405	
<b>Travel</b>						
Annual TAVTI Conference	Law enforcement In-State		\$3,875	\$0	\$3,875	\$0
ABTPA Workshop / Board Meetings	Law enforcement In-State		\$936	\$0	\$936	\$0
Auto-Crime Related Training	Law enforcement In-State		\$3,765	\$0	\$3,765	\$0
Unplanned Investigative or Administrative Travel	Law enforcement In-State		\$1,000	\$0	\$1,000	\$0
	Total Travel		\$9,576	\$0	\$9,576	\$0
<b>Equipment</b>						
Total Equipment						
<b>Supplies and Direct Operating Expenses (DOE)</b>						
Office Lease			\$52,650	\$0	\$52,650	\$0
TAVTI Conference			\$600	\$0	\$600	\$0
Registration Fees						
Office, Field, & Operational Supplies			\$11,100	\$0	\$11,100	\$0
Office Maintenance / Cleaning			\$10	\$0	\$10	\$0
Auto Insurance for HCSO Vehicle			\$700	\$0	\$700	\$0

Description	Subcategory	Pct Time	ABTPA Funds	Cash Match	Total	In-Kind Match
Office Utilities			\$3,544	\$0	\$3,544	\$0
Office Phone & Data Service			\$3,200	\$0	\$3,200	\$0
Public Awareness Advertising			\$10	\$0	\$10	\$0
Bait and Tracking Air Time			\$10	\$0	\$10	\$0
Cell Phone Service			\$1,500	\$0	\$1,500	\$0
Postage			\$50	\$0	\$50	\$0
Vehicle Lease 1			\$0	\$0	\$0	\$7,200
Vehicle Lease 2			\$7,200	\$0	\$7,200	\$0
Fuel, Oil, & Maintenance				\$34,400	\$34,400	\$4,300
Total Supplies and Direct Operating Expenses (DOE)			\$80,574	\$34,400	\$114,974	\$11,500

### Budget Narrative

#### Personnel: Commander:

The Task Force Commander will serve as the Program Director and macro-manage all task force personnel and associated law enforcement operations; oversee fiscal matters relating to the grant; complete payroll; direct priorities, establish expectations, enforce accountability, and initiate corrective actions; work closely with ABTPA, Beaumont Chief of Police, Beaumont CFO Office and its grant coordinator, and the Program Manager in efforts to maintain grant compliance and the continuance of mutually beneficial outcomes; liaison with officials of participating and coverage agencies; attend appropriate meetings, seminars, training, and webinars; administer or supervise any official task force webpage or social media presence; ensure that required ABTPA reports are submitted by the Program Manager; monitor progress and document accordingly; and, delegate to personnel as needed. The Commander will hold the rank of Lieutenant in the Beaumont Police Department and will spend 100% of work hours on task force and grant-related activities or functions. The position will be completely funded with ABTPA Funds. Clothing allowance, clothing maintenance, and all fringe benefits will be cash-matched. Only actual figures will be submitted.

#### Supervisor:

The Task Force Supervisor will serve as Program Manager, supervise task force investigators, and monitor law enforcement activities on a first-line basis; schedule personnel, set goals, manage after-hour callouts, analyze available intelligence on trends or areas of increased criminal activity, and disseminate information to investigators and

### Budget Narrative

the Commander (Program Director) to facilitate the most effective and efficient approach to task force endeavors; review offense reports and make appropriate case assignments; assess risk, complete paperwork, and organize special projects, including both overt and covert operations and proactive enforcement; compile data and draft activity summaries for necessary periodic or recurring reports; complete and submit ABPTA quarterly reports; assist with activities associated with those of an investigator when required; delegate to personnel as needed; and, perform additional duties and/or complete other assignments as directed by the Program Director. The Supervisor will hold the rank of Sergeant at the Beaumont Police Department with 100% of work hours being dedicated to task force duties or functions. The salary will be shown as an in-kind match based on actual figures.

Beaumont Police Investigators (1-4):

The BPD Investigators will conduct investigations of auto-related cases as assigned, prepare and present completed cases to the District Attorney; identify and develop suspects; recover stolen vehicles and auto-related property; assist with other cases outside Beaumont but within Task Force jurisdiction; make recommendations to the Supervisor on special projects based on identifiable trends; forward information on suspects and trends; assist with special projects and operations; assist with 68A inspections and inspections of salvage yards and repair shops when necessary; and, complete other duties or assignments as directed.

Pursuant to Task Force goals and ABPTA expectations, as individually assigned, investigators will also develop and present crime prevention and awareness programs; conduct media interviews; disseminate public information on task force accomplishments or cases; issue official press releases to media; email suspect BOLO reports inter-departmentally; attend relevant neighborhood association or community-led meetings; liaison with participating agencies; obtain and maintain crime statistics for coverage areas; as appropriate, mail or email case update notices to crime victims; assist other task force personnel with assigned duties including investigations, inspections, and back up; maintain all surveillance equipment and assist with its use during investigations or covert operations; cooperate with probation and parole offices to stay informed of the statuses of known auto crime recidivists; coordinate and conduct inspections of salvage dealers and repair shops within the scope of the task force jurisdiction; monitor local auctions where insurance-totaled vehicles are sold; in conjunction with the Supervisor, organize covert sting operations as needed to identify illegal activities by salvage dealers or repair shops; coordinate and conduct VTR-68A inspections; complete seizure paperwork, organize seized property inventory, prepare seized property for auction, and work closely with personnel who are associated with the process; and, complete other assignments as directed by the Supervisor or Commander.

Clothing allowance, clothing maintenance, and all fringe benefits will be cash-matched. All BPD investigators will devote 100% of work hours toward auto-crime and grant-related activities. Two (2) BPD salaries will be in-kind match and two (2) will be funded by ABPTA. Only actual figures will be submitted.

## Budget Narrative

**Fringe:** Fringe benefits include FICA, retirement withholding, and health insurance. City of Beaumont withholds FICA - Med at rate of 1.45% (except a Sgt who was hired before April 1, 1986). TMRS Retirement withholdings including agency contributions: City of Beaumont (19.35% Rate). Total Fringe is 20.80%. Health Insurance is \$13,800 per employee. Only actual figures will be submitted.

\*Note: the totals for fringe benefits as cash match are for six (6) Task Force members whereas ABTPA only funds the salaries of three (3) Task Force members; therefore, at first glance, the fringe totals may appear disproportionately high.

**Overtime:** Criminal behavior is unpredictable; consequently, so are overtime expenses. In the majority of circumstances, task force personnel will flex hours to accommodate events or unexpected incidents that require an extended period of work beyond what is scheduled. However, upon occasion and within reason, overtime will be unavoidable due to the complexity of an incident, the hour it originated, the inability to flex due to personnel having already met the 40-hour limitation per week, or stipulations of a Collective Bargaining Labor Contract. Overtime is unpredictable, so rounded estimates are provided and, when necessary, it will be considered as part of cash match. Only actual figures will be submitted.

**Professional and Contract Services:** The Investigators (PAPD, HCSO, JCSO) will lead investigations of auto-related cases as assigned by each investigator's respective agency; prepare and present completed cases to the District Attorney; identify and develop suspects; recover stolen vehicles and auto-related property; make recommendations to the Supervisor on special projects based on identifiable trends; forward information on suspects and trends to the Supervisor; assist with special projects and operations; assist with 68A inspections and inspections of salvage yards and repair shops when necessary; and, complete other duties or assignments as directed. All contracted Task Force Officers will assist on auto-related cases and operations within coverage jurisdiction.

HCSO investigator will be the primary VTR-68A inspector for the Task Force and the salary will be fully funded by ABTPA.

JCSO and PAPD salaries will be primarily funded by ABTPA, both including an estimated 20% cash-match contribution. That is, both JCSO and PAPD salaries are expected to be reimbursed 80%. Only actual figures will be submitted.

Fringe benefits include FICA, retirement withholding, and health insurance for all contributing agencies. Workers Compensation and TEC figures for Jefferson County, Hardin County, and the City of Port Arthur. Workers Comp and TEC are figured together for Jefferson County at 5% whereas The City of Port Arthur is at 5% (WC) and 3.48% (TEC) respectively. Hardin County figures WC at 1.47% and TEC at 0.08%. FICA is withheld at a rate of 7.65%. Retirement withholdings including agency contributions are taken at the following rates: Jefferson County (14.9%), City of Port Arthur (13.1%), and Hardin County (13.62%). Health insurance costs also vary between agencies. Participating agencies are expected to submit only actual figures.

### Budget Narrative

#### Travel: Annual TAVTI Conference / Board Meeting (\$3875):

Estimated price per night is \$165 per room. Three rooms for five nights is \$2475 ( $3 \times \$165 \times 5 = \$2475$ ). Based on current GSA for Waco, per diem cost is estimated at \$56 per day per person ( $56 \times 5 \times 5 \text{ attendees} = \$1400$ ). Conference attendees would include investigators, program manager, and program director who are all law enforcement and funded or partially funded by the grant, cash-matched, or in-kind-matched. Only program manager and program director would attend any board meeting.

#### ABTPA Workshop / Board Meetings (\$936):

Estimated price per night is \$190 per room. Budgeting for a potential of three separate occasions. One room for three nights ( $3 \times 190 = \$570$ ). Based on current GSA for Austin, per diem cost is estimated at \$61 per day per person ( $61 \times 3 \times 2 \text{ attendees} = \$366$ ). Attendees would include program manager and program director who are both law enforcement personnel whose salaries are funded or partially funded by grant, cash-match, or in-kind match.

#### Auto Theft Training (\$3765):

Potential training for new investigator(s) or other relevant training for Task Force members. Estimated price per night is \$190 per room. One room for five nights ( $190 \times 5 = \$950$ ) and budgeting for potentially three training opportunities ( $3 \times \$950 = \$2850$ ). Per diem estimate at \$61 per person ( $61 \times 5 \times 3 \text{ attendees} = \$915$ ). Attendees would include any investigator potentially in need of training that is either funded directly, cash-matched, or in-kind match of the grant. Only actual figures will be submitted if this line item is utilized.

#### Unplanned Investigative or Administrative Travel (\$1000):

During the course of any given year, unplanned meetings are scheduled or investigations lead out-of-town and become an unfunded expense. If needed, only law enforcement personnel listed on the ABTPA grant will utilize these funds for proper purposes. The availability of these designated funds will prevent budget adjustments for unexpected travel. However, only actual costs, if any, will be filed for reimbursement.

#### Supplies and Direct Operating Expenses (DOE): Office Lease (\$52,650):

Lease includes two adjacent sections of the same building owned by the same lessor. One section is for office space for investigators and garage space that includes a vehicle lift for assisting with inspections and investigations. The second section is warehouse space for storage of seized property pending court dispositions, recovered stolen property, task force vehicles, and other task force property (tools, equipment, etc). Cost is based on current payments of \$4,387.50 per month.

#### Office, Field, & Operational Supplies (\$11,100):

These funds are used to purchase standard office supplies such as printing paper, photo

### Budget Narrative

paper, storage media, toner, ink cartridges, presentation / binding services, pens, letterhead, business cards, etc. It also covers field and operational supplies as needs arise such as hand cleaner, paper towels, degreaser, paint, paint stripper, official weight slips, small electronics, computer accessories, vehicle accessories, surveillance tools, mechanical tools, vehicle sanding material, acid restoration materials, vehicle cleaning and care, disposable gloves, logo attire, etc. This line item is intended as a readily accessible fund for unexpected expenses to better assist task force without budget adjustments. These are estimates, not allocations. Only actual costs will be submitted for reimbursement.

#### Office Maintenance (\$10):

Cost of cleaning and maintaining the office is based a city-wide contractual arrangement by the City of Beaumont. This is an estimate. \*\*Due to budget shortfalls, this line item has been absorbed into the CID budget.

#### Auto Insurance for HCSO Vehicle (\$700):

Hardin County is not self insured. Estimate of premium. Only actual cost will be submitted.

#### Office Utilities (\$3500):

This is an estimate, not an allocation. Only actual expenses will be submitted for reimbursement.

#### Office Phone & Data Service (\$3000):

This expense includes the estimated cost for the multiple business lines (office phones and internet service) and a designated secure data line for communication with city and county computers. These are estimates not allocations. Only actual expenses will be submitted for reimbursement. \*\*Due to budget shortfalls, this line item has been reduced and may total less than actual expenses. Only actual expenses up to agreed amount will be submitted.

#### Public Awareness Advertising (\$10.00):

Due to the priority of increasing personnel costs, the original funds for this sub-category had to be removed. The line item remains as a placeholder in the event any surplus would permit the expense to be revisited.

#### Bait and Tracking Air Time (\$10):

\*Due to budget shortfalls, this variable line item was made a placeholder for which the City may not be reimbursed unless a surplus develops elsewhere during FY20. It appears this line item has been absorbed by another city budget in the past.

The Task Force bait vehicle system will require monthly GPRS communication. The Task Force also intends to operate a web-based camera system and tracker that each require

### **Budget Narrative**

air time. These are estimates, not allocations. Only actual costs will be submitted for reimbursement.

#### Cell Phone Service (\$1500):

\*\*\*\*Due to budget shortfalls, this line item has been reduced and may total less than actual expenses. A portion of actual expenses may be absorbed into other City budgets. Only actual expenses up to agreed amount will be submitted.

Service cost based on reasonable monthly average allowance of \$50 per month. There are eight task force members, which would total \$4800 annually (\$400 per month).

#### Postage (\$50):

Estimated cost of postal fees or delivery services.

#### Vehicle Lease (\$14,400):

The vehicle lease is calculated at \$600 per month based on a local dealer estimate for a statewide leasing program to law enforcement agencies. It is also the ABTPA cap. The Beaumont Police Department currently provides two vehicles for investigators. Due to one being previously budgeted by BPD, its expense is listed as an in-kind match. The second one was recently acquired to replace an ABTPA-purchased vehicle, so it will be submitted for reimbursement.

#### Fuel, Oil, & Maintenance (\$42,750):

Fuel costs are estimated based on 13,000 miles per year, 14 miles per gallon @ \$2.25 per gallon, totaling approximately \$2100 per vehicle per year. Oil changes and other maintenance costs are estimated at \$2200 per vehicle per year to include expendables such as tires, brakes, shocks, or other necessary repairs. Combining estimates result in an average cost of \$4300 per year multiplied by nine (9) vehicles totaling \$38,700. The \$4300 shown for the one vehicle previously budgeted by BPD is listed as an in-kind match whereas the remaining \$34,400 is listed as a cash match. These estimates are not allocated. Only actual costs will be submitted for reimbursement.

### **Revenue**

Indicate Source of Cash and In-Kind Matches for the proposed program.

Cash Match		
Source of Cash Match		
City of Beaumont	Grantee	\$226,250
Hardin County	Subgrantee	\$24,500
City of Port Arthur	Subgrantee	\$55,582
Jefferson County	Subgrantee	\$55,294
<b>Total Cash Match</b>		<b>\$361,626</b>

In-Kind Match		
Source of In-Kind Match		
City of Beaumont	Grantee	\$262,205.00
<b>Total In-Kind Match</b>		<b>\$262,205.00</b>

Statistics to Support Grant Problem Statement			
Use UCR data	2016	2017	2018
<b>Larceny from a motor vehicle</b>	2107	2333	1879
<b>Larceny from a motor vehicle - Parts</b>	290	158	184
<b>Jurisdictions included in totals</b>	Statistics a combination of Task Force and Jurisdiction		
<b>Theft of a motor vehicle</b>	916	964	915
<b>Recoveries of Motor Vehicles</b>	521	721	717
<b>Jurisdictions included in totals</b>	Statistics a combination of Task Force and Jurisdiction		

Provide any additional information or limitations about the data provide above

### Application Narrative

#### Grant Introduction (Executive Summary)

1.1 Briefly describe the organization and program operation. Provide a high level summary to the intent of the application and how it will affect the local community. (500 words or less)

*Since 1993, the Southeast Texas Auto Theft Task Force has continued to provide a multi-agency, multi-jurisdictional effort to reduce auto-related crimes within Jefferson, Orange, Hardin, and Jasper Counties. According to the most recent U.S. Census estimates in 2018, the counties have a combined population of over 431,000 folks with nearly 60% residing in Jefferson County. The Task Force is staffed by sworn personnel from Beaumont Police Department, Port Arthur Police Department, Jefferson County Sheriff's Office, and Hardin County Sheriff's Office.*

*According to TXDOT, there were about 397,000 vehicles registered within our four-county coverage area in 2018. Corresponding to the population, more than half were*

in Jefferson County, which is primarily urban and suburban areas. Orange County is mostly suburban and rural areas whereas Jasper and Hardin Counties are markedly more rural and more heavily wooded.

The Southeast Texas Auto Theft Task Force has been actively combating auto thefts for about 26 years. Through thorough investigations, development of suspects, crime prevention awareness and education, combined with surveillance, covert patrol, bait vehicle operations, and inspections of salvage and repair businesses, Task Force personnel have done their best to positively impact our communities by facilitating a reduction in the occurrences of auto-related crimes. Despite these efforts, auto-related crimes continue to be a major problem with a significantly negative economic impact. Within the four county project area, there were still over 900 vehicles stolen and nearly 1900 vehicles burglarized in 2018.

Our coverage area denotes being in the top 20 locations where this grant is needed for both auto burglaries and auto thefts.

### **Grant Problem Statement**

2.1 Provide an assessment of the motor vehicle burglary (including theft of parts) problem in the coverage area of this application.

*It seems that offenses involving auto-related burglaries and thefts are occurring randomly at a steady pace without any identifiable trends. While window-shattering still occurs in large numbers due to visible valuables, the most prevalent method of operation is simply pulling on handles of unlocked doors with little to no suspect evidence left behind. In Beaumont, 89% of the guns stolen in auto burglaries were from unlocked cars (2018). When firearms and credit cards are stolen, there is a ripple effect that includes a myriad of additional crimes against both persons and property. Solving these crimes has become more challenging, forcing us to rely even more on a vigilant public, proactive patrolling, video surveillance, and bait operations.*

*Offenders are becoming more creative, organized, evasive, and brazenly violent in their predatory theft activities ("juggling") when victims are stalked and followed to or from banks or after instances of large purchases at retail establishments. Whether it is due to the fluid circumstances at the time of the offense or to the impromptu impatience of the offender, what used to be considered only a property crime has increasingly evolved into aggravated robberies and even murder. We know statistically that many guns are stolen from vehicles and more suspects are being arrested in possession of guns. Consequently, auto burglars should no longer be perceived in the vein of harmless, vehicular pickpockets. In 2019, a Beaumont citizen was murdered by an auto burglar that he confronted. Although these offenses appear to have no pattern, there is an occasional, albeit unpredictable, ebb and flow to auto burglaries, leaving investigators to wonder what determines it. We may never know but wondering is the first step. Are brief pauses uniquely applied to a few recidivists who are temporarily incarcerated for unrelated crimes? Are we dealing with an increase in juvenile offenders who operate around school schedules? Are offenses just random crimes of opportunity? Do some offenders plan when, where, and what to target in advance or cruise aimlessly? We suspect the answer is yes to all, and when suspect interviews are productive, information obtained indicates such, which begs the bigger*

question of how we determine how to combat all of these realities the best we can. The "cause" and "source" of crime are obviously the same: criminal behavior. Plain and simple. Any statements that claim to know how to eradicate criminal behavior in a free society are at best, mere guesses, but more likely deceptive, disingenuous, or ignorant. If there were solutions to individual criminal choices, it would have been initiated millennia ago and we wouldn't be facing recurring issues, but people are people. A big part of a perceivable, partial solution still falls on the general public heeding our advice to simply lock their cars and remove (or at least hide) their valuables thereby reducing opportunities for criminals. Citizens have a false sense of security within these "mobile offices" or "homes away from home" and often leave valuables, including firearms, within their vehicles when unoccupied, which compounds the problem.

The pervasive problem is further worsened by an apparent disinterest in the aggressive prosecution of misdemeanor auto burglaries. However, even when we manage to file felonies, we find the system failing its citizenry. For example, we recently (2019) filed four felonious Theft of Firearm cases (from auto burglaries) on a problematic recidivist to which the DA responded by offering a plea 2 years of probation. As expected, once released, the defendant continued his crimes in two of our covered counties. Our efforts to communicate persuasively with local District Attorney Offices are re-doubled, but it can be foreseen that the possible inclusion of a prosecutorial element in a future grant may reap rewards. Unfortunately, the timing for FY2020 is not right for such a modification as we struggle to keep our manpower. Compounding the issues, for reasons that vary from cultural decay, stress management, financial self-preservation, among others, people are leaving the police profession, which trickles down to manpower issues within Task Forces as well. Keeping and/or replacing personnel or vehicles in a timely manner has proven difficult. Adding personnel seems nearly impossible. With manpower difficulties, the sheer volume of case-work and law enforcement duties makes it difficult to proactively address problems with different or creative approaches.

Our three-year average for motor vehicle burglaries (including theft of parts) was in the top twenty in Texas.

## 2.2 Provide an assessment of the motor vehicle theft problem in the coverage area of this application

Overall, the Southeast Texas Auto Theft Task Force has experienced steady declines in auto thefts since its 1993 inception when the Beaumont area had hit a national high of nearly 2800 in 1992. In contrast to the astronomical 1992, we are pleased to maintain these general declines in Jefferson County due to better public awareness, law enforcement, and manufacturer improvements. With 1992's threshold so high, it'd be easy to celebrate so-called declines by never reaching that ceiling again, but even so, we are dissatisfied and we aim to further build on these successes with lower reductions over the longer term. Despite our ongoing efforts throughout our coverage area, we see an inexplicable, unpredictable rollercoaster of stats where offenses spiked in 2017 (964) and then returned to a 2016 level in 2018 (915). Neither statistic is acceptable nor what we consider "low" at all. Our three-year average for motor vehicle thefts was in the top twenty of the state.

Nowadays, vehicles cost more than a house did several decades ago. The investment in vehicles is ever-increasing and therefore, the auto thefts have an ever-increasing impact on insurance premiums and the local economy.

Auto thefts are often a prerequisite to additional crimes and serve as getaway vehicles to help mask suspect identities during additional criminal activity. Autos are still targets for the more violent robberies (car jacking).

Unfortunately many vehicles are not recovered, but when they are, the location is often outside the jurisdiction of where the vehicles were originally stolen. This fact, in itself, is reason enough to assist neighboring agencies and to collaborate in efforts to linking recovery locations to possible suspects and/or larger organized crime operations.

2.3 Describe the geographical target area intended for this application. Include information about the taskforce governing and command structure. Include a description of the coverage area(s) and the nature of support and agreements supporting this application.

*The geographical target area is Jefferson, Orange, Hardin, and Jasper Counties, which includes all the municipalities therein. Beaumont Police Department contributes the lion's share of manpower with four investigators, one sergeant as task force supervisor, and one lieutenant as task force commander. The majority of the Jefferson County region, including Beaumont and Port Arthur, are primarily urban and suburban. In contrast, Hardin and Jasper Counties are mostly rural whereas Orange County is seemingly more a mixture of both Jefferson and Hardin counties. The Jefferson County Sheriff's Office, Hardin County Sheriff's Office, and the Port Arthur Police Department contribute one investigator each. Each contributing agency head, whether City Manager or County Judge, signs the ABTPA inter-local contract as required along with cooperative working agreements. The Program Director serves as liaison to the participating agencies. District Attorneys in coverage areas also sign contract on how to regulate the distribution of seized property and monies.*

2.4 Will the program described in the application cover the community(ies) at large or will all or any part of this program be directed to serve a specific target population? **If No or Both, please describe the problem supporting the need for a special target population.**

Yes - the program will cover the communities at large.

### **Grant Goals and Activities**

There are two parts to this section: 1) Functions of Proposed Program and Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

ABTPA programs must completely describe the functions they will perform in implementing the program. If Awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

## Part 1

### 3.1 Functions of the Proposed Program Related to Burglary of a Motor Vehicle

*The Southeast Texas Auto Theft Task Force will employ multiple Objectives, Approaches and Actions to reduce the incidence of Burglary of a Motor Vehicle and Theft From a Motor Vehicle in a comprehensive program to confront and reduce the problem.*

*Objective: Reduce the incidence of Burglary of a Motor Vehicle and Theft From a Vehicle*

*Approaches: - Identify and Target Offenders and Prolific Offenders - Collaborate with Law Enforcement Agencies and other Organizations - Community Crime Prevention Campaign*

*Actions: Identify and target Offenders and Prolific Offenders: Offenders in motor vehicle burglary and theft from a motor vehicle will be identified through intelligence gained from arrests, informants, other law enforcement agencies, surveillance observations, bait vehicle operations, repair shop inspections, salvage yard inspections, metal recycler inspections, as well as parts resale location inspections. The offenders would be the target of investigations based on the method of the crime, types of vehicles burglarized, property taken, geographical location of the crimes and any information or evidence pointing to or linking them to the crime(s). The use of covert operations will be employed to target burglary of a motor vehicle offenders, such as, buys of stolen property from auto burglaries and predatory theft ("jugger") bait operations, to identify and determine if there is an organized criminal enterprise involved.*

*Collaborate with other law enforcement agencies and other organizations: Collaborate with law enforcement agencies in and out of the project area, to determine crime trends, patterns, suspected offenders and recover stolen property, through intelligence sharing. Assist other agencies with auto crime cases, which involve Burglary of a Motor Vehicle or Theft of Property or Parts from a Motor Vehicle. This collaboration will be critical in determining if the crimes are being committed by an organized ring, if it is one individual or merely a crime of opportunity. The collaboration would include the District Attorney's Offices in the jurisdictions affected, in order to help them understand the scope and importance of the crime(s) and provide any additional information that might be needed to properly prosecute the offender(s) for maximum result.*

### 3.2 Functions of the Proposed Program Related to Theft of a Motor Vehicle

*The Southeast Texas Auto Theft Task Force will employ multiple Objectives, Approaches and Actions to reduce the incidence of Motor Vehicle Theft in a comprehensive program to confront and reduce the problem.*

*Objective: Reduce the Incidence of Motor Vehicle Theft*

*Approaches: - Identify and Target Offenders and Prolific Offenders - Collaborate with Law Enforcement Agencies and other Organizations - Community Crime Prevention Campaign*

*Actions: Identify and target Offenders and Prolific Offenders: Offenders involved in motor vehicle theft will be identified through intelligence gained from arrests, informants, other law enforcement agencies, surveillance observations, bait vehicle operations, use of the LPR system, repair shop inspections, used car dealership inspections, salvage yard inspections, metal recycler inspections, as well as parts resale location inspections. The offenders would be the target of investigations based on the method of the crime, types of vehicles stolen, other property taken, geographical location of the crimes and any information or evidence pointing to or linking them to the crime(s). The utilization of covert operations, such as surveillance of offenders and buys of stolen vehicles and/or parts to determine the origin and assist in the identification of chop shops.*

*Collaborate with other law enforcement agencies and other organizations: Collaborate with law enforcement agencies in and out of the project area, to determine crime trends, patterns, suspected offenders and recover stolen vehicles and other property, through intelligence sharing. Assist other agencies with auto crime cases, which involve Theft of a Motor Vehicle, Theft of Property or Parts from a Motor Vehicle. This collaboration will be critical in determining if the crimes are being committed by an organized ring, if it is one individual, or merely a crime of opportunity. The collaboration would include the District Attorney's Offices in the jurisdictions affected, in order to help them understand the scope and importance of the crime(s), and provide any additional information that might be needed to properly prosecute the offender(s) for maximum result. The collaboration would also include working with NICB and insurance companies on insurance fraud cases, cargo thefts, and gray market vehicles. It would also entail working with the Texas Department of Motor Vehicles and local tax offices on fraudulent titles, and conducting 68A inspections, to determine if vehicles are stolen.*

### **3.3 Functions of the Proposed Program Related to Motor Vehicle Burglary and Theft Prevention**

*The Southeast Texas Auto Theft Task Force will employ multiple Objectives, Approaches and Actions to reduce the incidence of Burglary of a Motor Vehicle and Theft of a Motor vehicle in a comprehensive Crime Prevention Campaign to inform the community of methods and practices to avoid being a victim of auto crimes, coupled with educational presentations to civilian groups and law enforcement agencies to bring the issue to the forefront, in order to reduce the occurrence and increase the clearance of auto crimes cases.*

*Objective: Reduce the incidence of Motor Vehicle Theft through Community Crime Prevention Campaign and Education*

*Approaches: - Administer Community Educational Presentations - Administer Law Enforcement Educational Presentations - Utilize Local Media Outlets to Propagate Community Recognition of Auto Crimes and Prevention*

*Actions:*

*Administer Community Educational Presentations:*

*Educational Presentations will be conducted for civilian groups and civic organizations to promote and educate the civilian population of the seriousness of auto crimes. This opportunity will be used to inform the community on methods and practices of how to avoid becoming a victim of an auto crime. Things such as, but no limited to, not leaving your vehicle unattended with it running or simply with the keys in it. Instruction on planning ahead for multiple stop trips, such as putting things in a secure place that cannot be seen from outside the vehicle before arriving at a destination, so that they are not seen hiding their valuables. Being sure that they don't leave anything in plain view and explain the most frequent items taken in auto burglaries. Instruct them on being aware of their surroundings and paying attention to where they park their vehicles and who might be watching them.*

*Administer Law Enforcement Educational Presentations:*

*Educational presentations will be conducted for law enforcement agencies to inform officers on basic auto crime investigations. These presentations would be to inform the officers of trends pertaining to auto theft, including types of vehicles, organized rings involved in auto theft, identifying signs and evidence of auto theft, insurance fraud cases, fraudulent titles and utilizing the Southeast Texas Auto Theft Task Force as a resource. This opportunity would be used as a tool to build a rapport with other agencies and build the foundation for a good working relationship and open exchange for intelligence sharing.*

*Utilize Local Media Outlets to Propagate Community Recognition of Auto Crimes and Prevention:*

*Local Media Outlets will be used to disseminate information to the public, via television, radio, news publications and other local publications. Interviews and appearances at local events, civic organization meetings, as well as Neighborhood Association meetings would be used at opportunities to disseminate information and stress the importance of preventing auto crimes, placing emphasis of the dangers to the community of these types of crimes. Auto burglaries are frequently where criminals gain access to weapons, personal information which could lead to identity theft, as well as keys to personal spaces and/or the vehicle, stressing the fact that a simple auto burglary could arm a criminal and give them access to personal information and/or your home. Economic impact will be addressed as well conveying the fact that not only is there an immediate monetary loss, but insurance rates are affected as well, which affects everyone in the state. Each participating agency's Public Relations personnel and Social Media will be utilized to expand circulation of the prevention information.*

### *Community Crime Prevention Campaign:*

*Crime prevention efforts will be concentrated on educating the community in practices which would help them avoid becoming a victim of auto crimes. This would be accomplished by using social media outlets, local television and radio interviews, public service announcements, press releases, free advertisements in local outlets, operating vehicle displays, trade shows and community events and educational presentations for citizens through the Citizens Police Academy, Neighborhood Association meetings and civic organizations. There will also be parking lot checks, during which the TFO's will look at vehicles and determine if the vehicle is more or less likely to be a victim of an auto burglary due to items being left in the vehicle, or it being left unlocked. Mock citations, noting a passing or failing grade, would be left on the vehicle in order to make the citizen aware of the grade, would be left on the vehicle in order to make the citizen aware of the potential of becoming a crime victim.*

ABTPA Task Forces are required to collaborate across judicial boundaries and to develop regional strategies to implement funded activities. Describe how the applicant staff and jurisdiction will coordinate with other agencies and jurisdictions in the implementation of this program.

#### **3.4 Collaboration Effort**

*Objective: Form Working Relationships with other Jurisdictions Pertaining to Burglary of a Motor Vehicle and Motor Vehicle Theft*

*Approaches: - Collaborate with other Law Enforcement Agencies - Collaborate with other Judicial Agencies - Collaborate with other State Agencies*

*Actions: Collaborate with other Law Enforcement Agencies The Southeast Texas Auto Theft Task Force has established long lasting working relationships with all local law enforcement agencies and through the affiliation with the ABTPA has those same relationships with other Task Forces throughout the state, over the last 26 plus years as an ABTPA funded task force. The reputation of the Southeast Texas Auto Theft Task Force is known to be one of competence, dedication and cooperativeness with all agencies in Texas as well as with agencies in many other states. Intelligence sharing, outside agency assistance and service to the program area are the backbone of the working relationships that have been formed. The Southeast Texas Auto Theft Task Force will continue to work with and share intelligence with agencies in and out of the program coverage area.*

*Collaborate with other Judicial Agencies The Southeast Texas Auto Theft Task force has long established relationships with all four of the District Attorney's Offices in the program coverage area. These relationships have been cooperative and focused on the prosecution of criminals in all four jurisdictions. These relationships include collaborative efforts on numerous cases involving some Organized Criminal Enterprises and some individuals. This will continue in the future due to the common interest of reducing auto crimes.*

*Collaborate with other State Agencies: The Southeast Texas Auto Theft Task Force*

will collaborate with the TXDMV and Local Tax Offices on ensuring that stolen vehicles are not registered. This will be achieved by the working with both entities in the matters of Fraudulent Titles and identification of motor vehicles. 68A inspections will also be conducted on vehicles deemed unregistered or questionable, as required by TXDMV.

3.5 Functions of the proposed program for other motor vehicle crimes investigations related to motor vehicle burglary or theft such as motor vehicle fraud related crime, insurance fraud, preventing stolen vehicles from entering Mexico, bridge/port crime, cartel or organized criminal enterprises etc...

*Functions of the proposed program for other motor vehicle crimes investigations related to motor vehicle burglary or theft such as motor vehicle fraud related crime, insurance fraud, preventing stolen vehicles from entering Mexico, bridge/port crime, cartel or organized criminal enterprises etc...*

## Part II

### Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program.

Click on the link above and select the method by which statutory measures will be collected. Law Enforcement programs must also estimate targets for the ABTPA predetermined activities. The ABTPA board has determined that grants programs must document specific activities that are appropriate under each of the three goals. Applicants are allowed to write a limited number of user defined activities.

ID	Activity	Measure	Target
<b>Mandatory Motor Vehicle Theft Measures Required for all Grantees.</b>			
1.1.15	Increase the recovery rate of stolen motor vehicles	Report the number of vehicles recovered	Mandatory. Reporting for Task Force Only
1.1.16	Increase the clearance rate of motor vehicle thefts	Report the number of motor vehicle theft cases cleared	Mandatory. Reporting for Task Force Only
1.1.17	Increase the number of persons arrested for motor vehicle theft	Report the number of persons arrested for motor vehicle theft	Mandatory. Reporting for Task Force Only
<b>Mandatory Burglary of a Motor Vehicle Measures Required for all Grantees</b>			
2.1.12	Increase the clearance rate of motor vehicle burglaries	Report the number of burglary cases cleared	Mandatory. Reporting for Task Force Only
2.1.13			

ID	Activity	Measure	Target
	Increase the number of persons arrested for motor vehicle burglary	Report the number of persons arrested for burglary	<i>Mandatory Reporting for Task Force Only</i>
<b>Measures for Grantees. Add Target values for those that you will measure.</b>			
<b>1 Goal 1: Reduce the Incidence of Motor Vehicle Theft through Enforcement Strategies</b>			
<b>1.1 Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Motor Vehicle Theft</b>			
1.1.1	Identify groups of auto theft offenders through intelligence gathering, crime analysis and the use of informants	Number of groups identified	5
1.1.2	Identify and document/record prolific motor vehicle theft offenders [Prolific is defined as "linked to MVT offenses three or more times"]	Number identified/documentated offenders	5
1.1.3	Collaborate with the District Attorneys' offices regarding sentencing, case packets or addressing repeat offenders	Report the total number of cases where LEOs collaborated with prosecutors	20
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other). (see 1.3 for number of vehicles inspected in these businesses)	Number of businesses inspected	60
1.1.6	Conduct bait vehicle operations that target motor vehicle theft offenders	Number of bait vehicle deployments	12
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed	12
1.1.9	Respond to license plate reader (LPR) alert notifications	Number of times investigators responded to LPR alert notifications	
1.1.12	Conduct covert operations targeting motor vehicle theft offenders	Number of covert operations	2
1.1.13	Conduct warrant "round-up" operations targeting auto	Number of operations	

ID	Activity	Measure	Target
	crimes offenders, including those wanted for motor vehicle thefts, vehicle burglaries and the theft of vehicle parts		
1.2	<b>Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Motor Vehicle Theft</b>		
1.2.1	Provide Agency Assists	Number of agency assists	120
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) where a motor vehicle was used in the commission of the crime (includes identification of vehicle).	Number of times collaborated within departments or SOs participating in taskforce	100
1.2.3	Collaborate with LE agencies and other organizations that assist in the reduction of motor vehicle thefts	Number of times collaborated with coverage area agencies or other law enforcement agencies	80
1.2.4	Collaborate on investigations regarding stolen parts and other property	Number of cases investigated	50
1.2.5	Conduct intelligence information-sharing	Number of intelligence meetings attended	12
1.2.6	Conduct intelligence information-sharing	Crime analysis bulletins disseminated	12
1.3	<b>Strategy 3: Prevent and Reduce the Incidence of Motor Vehicle Related Fraud Activities</b>		
1.3.1	Collaborate with agencies relating to investigation and enforcement of vehicle insurance fraud	Number of collaborations	2
1.3.2	Conduct 68(A) inspections (for TxDMV assignment or reassignment of VIN)	Number of vehicles inspected to complete a serialized 68A inspection form per TxDMV (VIN assignment, reassignment, bonded title)	400
1.3.3	Conduct VIN verification inspections. (All other reasons except bridge or port)	Number of vehicles inspected	
1.3.4	Coordinate with TxDMV/Tax Offices relating to investigation and enforcement of fraudulent titles and registration of stolen vehicles	Number of collaborations related to MVT	12
2	<b>Goal 2: Reduce the Incidence of Theft from Motor Vehicles through Enforcement Strategies</b>		

ID	Activity	Measure	Target
2.1	<b>Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories</b>		
2.1.1	Conduct bait vehicle operations that target vehicle burglary offenders	Number of bait vehicle burglary deployments	12
2.1.2	Identify "prolific BMV offenders" through informants and intelligence [Prolific is defined as "linked to BMV and theft of vehicle parts and accessories offenses three or more times"]	Number of offenders identified	5
2.1.3	Collaborate with the District Attorneys' offices regarding sentencing, case packets or addressing repeat offenders	Report the total number of cases where LEOs collaborated with prosecutors	10
2.1.4	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other).	Number of businesses inspected (see Goal 5 for number and value of parts recovered)	20
2.1.5	Conduct warrant "round-up" operations targeting auto crimes offenders, including those wanted for motor vehicle thefts, vehicle burglaries and the theft of vehicle parts	Number of "round up" operations	
2.1.7	BMV related cases presented to prosecutor	Report the total number of BMV related cases presented to prosecutor(s) where there was an incidence of theft from motor vehicles (includes criminal complaints for BMV, Theft, theft of parts or other cases directly tied to ABTPA statute of motor vehicle burglary and economic motor vehicle theft as defined in ABTPA statute)	10
2.2	<b>Strategy 2: Conduct Collaborative Efforts that Result in the Reduction of Incidents of Theft From a Motor Vehicle</b>		
2.2.1	Provide Agency Assists	Number of agency assists	120
2.2.2			20

ID	Activity	Measure	Target
	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) where a motor vehicle was used in the commission of the crime (includes identification of vehicle).	Number of times collaborated within departments or SOs participating in taskforce	
2.2.3	Collaborate with LE agencies and other organizations that assist in the reduction of thefts from a motor vehicle	Number of times collaborated with coverage area agencies or other law enforcement agencies.	120
2.2.4	Investigate cases regarding stolen parts and other property	Number of cases investigated	120
3	<b>Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Motor Vehicle Theft, Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories</b>		
3.1	<b>Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens</b>		
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	12
3.1.2	Conduct educational presentations to citizens	Number of presentations	5
3.1.4	Conduct vehicle identification number (VIN) etchings	Number of etching events	
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased	24
3.1.6	Conduct vehicle report card initiatives.	Number report cards issued	100
3.1.7	Utilize social media outlets (FaceBook, Twitter, Instagram, etc.)	Number of postings in social media outlets	50
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	12
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	
3.2	<b>Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property</b>		
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes	2

ID	Activity	Measure	Target
3.2.2	Conduct law enforcement training (TCOLE)	Number of participants	
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes	
3.2.4	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of participants	

### Grant Evaluation

4.1 Describe the method and practice of evaluating the program activities. Including management and staff participation and systems (forms and software) used to ensure reliable and accurate data is collected and reported.

*The local evaluation process establishes accountability and measurement of progress through collection of data and information throughout the chain of command.*

*Investigators are required to keep activity logs and submit monthly reports to the Program Manager. The Task Force Supervisor reviews cases and monitors the activities of investigators. The Program Director oversees the entire operation, including the field supervisor, and maintains records of activity and spending. He works closely with the Beaumont CFO's grant coordinator and reports as necessary to the department heads of the participating agencies to discuss progress and/or problems.*

*UCR data for all agencies within the project area will be closely monitored to determine the overall impact of Task Force efforts. Personal activity logs and specific reports will be maintained to log progress on stated objectives. These include information detailing such things as the number of bait operations, inspections and public awareness initiatives performed. They will also record other items like arrests made, cases filed and vehicles recovered.*

*Progress of the program will be evaluated monthly. Each investigator will complete a monthly report based on ABTPA reporting categories and the specific objectives of this grant. Each report will be accompanied by documentation supporting the information given. The Project Manager will then compile that information into the quarterly Progress Reports that are forwarded to ABTPA.*

4.2 Provide suggested measures that you think would better reflect the law enforcement or prevention work that your grant will perform. If the suggested measure fits into one of the goals 1-3 in the goals list above please indicate. If the suggested measure is a new kind of goal please suggest what best fits your measure.

**Current Documents in folder**

Grant Review and Negotiation Document.pdf (8/1/2019 4:32:08 PM)  
Resolution.pdf (6/5/2019 9:31:22 AM)

**Certifications**

The certifying official is the authorized official, Kyle Hayes, City Manager.

By submitting this application I certify that I have been designated by my jurisdiction as the authorized official to accept the terms and conditions of the grant. The statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

By submitting this application I certify that my jurisdiction agrees to comply with all terms and conditions if the grant is awarded and accepted. I further certify that my jurisdiction will comply with all applicable state and federal laws, rules and regulations in the application, acceptance, administration and operation of this grant.

**AGENDA ITEM****September 17, 2019**

Consider, possibly approve and authorize the County Judge to execute an Affiliation Agreement between Lamar Institute of Technology and Jefferson County Public Health Department for Pharmacy students.

AFFILIATION AGREEMENT

AN AGREEMENT FOR THE USE OF CLINICAL FACILITIES  
FOR THE EDUCATION OF PHARMACY TECHNICIAN  
STUDENTS

Between

LAMAR INSTITUTE OF TECHNOLOGY

and

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

## CONTENT

- I. AGREEMENT
- II. LAMAR INSTITUTE of TECHNOLOGY
- III. CLINICAL AFFILIATE RESPONSIBILITY
- IV. TERMS OF AGREEMENT

**AFFILIATION AGREEMENT**  
between  
**LAMAR INSTITUTE OF TECHNOLOGY**  
and  
**JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT**

This AGREEMENT ("Agreement") is made and entered into by and between Lamar Institute of Technology, Beaumont, Texas by and on behalf of the Department of Allied Health and Sciences ("College,") and Jefferson County Public Health Department ("Clinical Affiliate"), a healthcare provider, with an office located at 1295 Pearl Street, Beaumont, TX, 77701. It is acknowledged and agreed that this agreement will become effective as of the date of the last signature of a party hereto.

NOW, THEREFORE, in consideration for mutual covenants and conditions contained in this Agreement, to facilitate training of Pharmacy Technician students, the parties agree as follows:

**A. IT IS MUTUALLY AGREED BY THE COLLEGE AND CLINICAL AFFILIATE THAT:**

1. The educational program and curricula of the College is and shall be the responsibility of, and shall be carried out under the direction of personnel of the College.
2. Whereas the Clinical Affiliate recognizes the need for the educational development of students and as matter of courtesy will cooperate with the College and student in such training.
3. It is mutually agreed that the provision and supervision of patient/client care or services is the responsibility of, and shall be carried out under the direction of personnel of the Clinical Affiliate. The Clinical Affiliate agrees to provide students admission to the program and to provide equipment, supplies and other resources which are available.
4. It is mutually agreed that clinical experiences for students enrolled in the pharmacy technician program of the College will be provided at the Clinical Affiliate and the College will designate, in writing, a contact person to regularly communicate with the Clinical Affiliate regarding routine operational matters described herein.
5. It is mutually agreed that College faculty will select and assign students for learning experiences and will further provide for teaching, evaluation, overall supervision, and record keeping of students. The College shall cooperate with the Clinical Affiliate to establish rotations for students. Faculty members, students and the College will adhere to all policies of the Clinical Affiliate and will assume responsibility for student's adherence to those policies.
6. It is mutually agreed that the College does not, and will not, discriminate against any student, employee, or applicant for registration or employment because of disability, race, religion, sex, color, creed, marital status, age, or national origin.
7. It is mutually agreed that the period of assignment, and the number and distribution of students among divisions of the Clinical Affiliate will be determined by representatives of the College and the Clinical Affiliate. The College shall be ultimately responsible for program admissions, administration, matriculation requirements, curriculum planning and accreditation requirements and student assignments. The College will be responsible for all final assessments of each student's clinical and academic performance and the assignment of final grades.
8. The Clinical Affiliate reserves the right to dismiss any student from its premises and otherwise terminate this agreement at any time and for any or not reason without notice and without recourse by the student, Faculty or College.

9. It is mutually agreed that representatives of the College and Clinical Affiliate shall meet as scheduled to discuss issues of mutual concern, and to make such suggestions and changes as are needed. Both parties will share information pertinent to the Affiliation Agreement.

10. It is mutually agreed that the College will comply with all regulatory and accreditation agency standards.

11. In the event a student or College member is exposed to infectious disease, environmental hazard, or sustains any injury or illness in the course of any rotation, the Clinical Affiliate will, with the consent of the student, provide first aid and emergency medical treatment at the site, if such injuries can be appropriately treated on site. If the injury or illness cannot be appropriately treated on site, then the Clinical Affiliate will make arrangements for such individuals to receive appropriate treatment at another facility. The Clinical Affiliate will inform the College of any such injuries and treatment and the student hereby waives all privacy rights as to such circumstances. It is agreed and understood that the student will be solely responsible for paying for any health care and expenses incurred for necessary treatment of the student at another facility during any rotation. The College will provide the Clinical Affiliate evidence of appropriate liability coverage and Personal Health Insurance for each student during each rotation.

12. The parties agree that the sole purpose of this agreement is to facilitate learning for the students and that the Clinical Affiliate is volunteering to participate in this program and that the students will occupy the status of "licensee" as that term is interpreted by Texas law. The students participating in the program shall not be agents, servants or employees of the Clinical Affiliate at any time nor otherwise have any right to or expectation of payment, compensation, remuneration or other material benefit from the Clinical Affiliate.

With regard to any of these general areas of agreement, The College is responsible for, and agrees to:

1. Protect the health and safety of all parties by:

- a. Requiring student liability insurance coverage at no cost to the Clinical Affiliate;
- b. Requiring an annual health and physical examination at no cost to the Clinical Affiliate;
- c. Requiring compliance with the Center for Disease Control, Texas Department of Health, and Clinical Affiliate rules as regarding health, immunizations, safety, dress, and conduct (including for-cause drug screens at no expense to the Clinical Affiliate);
- d. Providing, or otherwise arranging for, faculty and student orientation to the Clinical Affiliate, its major policies, rules and regulations.
- e. Adequately indoctrinate students to inform them that the Clinical Affiliate shall have sole authority and control over and be responsible for its facilities, personnel and patient care and treatment and other clinical activities at the site, including without limitation any all student clinical activities at the site.

2. Make arrangements with the Client Services Administrator, and specified designates, for clinical learning experiences needed for students prior to each semester. The College representative will provide parties with:

- a. Names of students;
- b. Name(s) of faculty;
- c. Dates, days, times of clinical practice periods will be agreed upon.

3. Assist with or contribute to Clinical Affiliate educational activities when requested.
4. Remove students for academic and /or behavioral misconduct according to the College's Student Code of Conduct per the Clinical Affiliation and the College's Policies.
5. Provide for, arrange and/to encourage Clinical Affiliate personnel participation in selected evaluation programs.
6. The individual student is responsible for equipment damaged or broken due to the student's negligence.
7. College shall require all students, faculty, employees, agents, and representatives of College participating in the Program (collectively "Program Participants") to sign and comply with a Statement of Confidentiality for Health Insurance Portability and Accountability Act (HIPAA) purposes and fully comply with all confidentiality and privacy laws, rules and regulations.
8. Notwithstanding any other provision herein, the governmental immunity, qualified immunity, official immunity and all other immunities and defenses of Clinical Affiliate and its employees and officials shall be unimpaired and in full force and effect at all times. Nothing in this agreement shall constitute a waiver of Clinical Affiliate's or Jefferson County's immunities to suit or liability. The Clinical Affiliate, Jefferson County, its employees, agents and officials shall, at all times, have the benefit of all defenses, immunities, rights and limitations of liability and damages recognized in law including, without limitation, the CPRC Chapter 101, Texas Tort Claims Act.
9. It is further understood and agreed that the students, faculty and College shall be solely liable for any and all damages, injuries, claims, suits and grievances of any student, faculty member or the College and anyone claiming on their behalf arising from the performance or implementation of this agreement. In no event shall the Clinical Affiliate or Jefferson County or any of its employees, agents or officials ever have any liability hereunder the fullest extent allow under law for such claims.

The Clinical Affiliate is responsible for, and agrees to:

1. Permit the use of clinical facilities by students enrolled in the Department of Allied Health and Sciences, Pharmacy Technician Program for the purpose of clinical education.
2. Provide, to the extent reasonable, conference rooms for student education, and locker rooms or other secure space for faculty and students to store coats, books, etc., while on duty.
3. Allow students and faculty reasonable and supervised access to, and use of, facilities maintained by the Clinical Affiliate following their specific policies, fees or charges, such as Library and Cafeteria.
4. Charge no fees for clinical laboratory practice.
5. Legal responsibility for the performance of students during the program shall be and remain solely with student, Faculty and College and never with the Clinical Affiliate or Jefferson County. It is understood and agreed that the Clinical Affiliate will be under no obligation to compensate any student for any services rendered by the student during this training.

**DISPUTE RESOLUTION**

Should any dispute arise between the parties, the parties agree to use all reasonable efforts to resolve same amicably and, if necessary, agree to submit to mediation. All disputes in which litigation is required will be litigated in a court of competent jurisdiction in Jefferson County, Texas according to Texas Law.

**TERMS OF AGREEMENT:**

Unless terminated earlier, this agreement shall be effective for the period beginning the Effective Date for the term of one (1) year commencing upon the Effective Date of October 7, 2019 through October 8, 2020. This agreement will automatically renew unless terminated as provided hereinabove.

By: **Program Director**

**Pharmacy Technician**

**Date** \_\_\_\_\_

**Lamar Institute of Technology**

**Department Chair, Allied Health and Sciences**

\_\_\_\_\_ **Date** \_\_\_\_\_

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

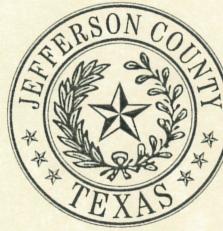
**Vice President of Academic Affairs**

\_\_\_\_\_ **Date** \_\_\_\_\_

**Lonnie L. Howard, PhD.  
President, Lamar Institute of Technology**

\_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_ **Date** \_\_\_\_\_  
**Judge Jeff R. Branick  
Jefferson County Judge**



# 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.

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**JUDGE JEFF R. BRANICK**  
County Judge

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**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

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

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

---

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



# Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

**A RESOLUTION TO NOMINATE A NEW DIRECTOR TO THE BOARD OF DIRECTORS OF  
THE JEFFERSON COUNTY CENTRAL APPRAISAL DISTRICT AS PROVIDED BY  
SECTION 6.03 (I) OF THE PROPERTY TAX CODE**

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 17th day of September, 2019, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, the Chief Appraiser of the Jefferson Central Appraisal District notified Jefferson County that the County must submit nominations for the Board of Directors for the 2020-2012 term; and

WHEREAS, Property Tax Code Sec. 6.03(I) allows all entities entitled to vote for the Board of Directors to submit a nomination within 45 days after notification that a vacancy has occurred; and,

WHEREAS, **Allison Nathan Getz** is a resident of Jefferson County, Texas and

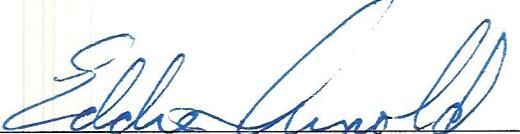
WHEREAS, **Allison Nathan Getz** is a person duly qualified to serve as a Member of the Board of Directors of the Jefferson Central Appraisal District;

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners Court of Jefferson County that **Allison Nathan Getz** is hereby nominated to serve as a member of the Board of Directors of the Jefferson Central Appraisal District for the remaining portion of the 2020-2021 term.

Signed this 11 day of September, 2019.

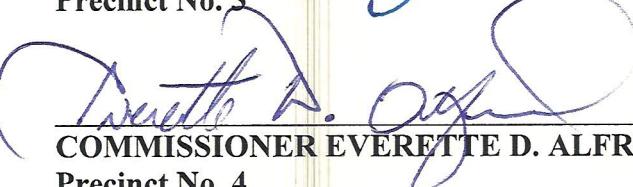
JUDGE JEFF R. BRANICK  
County Judge



  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

Jefferson County Sub-Courthouse  
525 Lakeshore Drive  
Port Arthur, Texas 77640



OFFICE: (409)983-8300  
FAX: (409)983-8303  
Email: msinegal@co.jefferson.tx.us

**COMMISSIONER**  
MICHAEL SHANE SINEGAL  
PRECINCT #3

## Memorandum

**To:**

**From:** Michael Shane Sinegal, Commissioner Pct. 3

**Date:** 9/12/2019

**Re:** Agenda Item

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I am requesting to place the attached item on the agenda in reference to the RV Park rate changes.

Thanks you and God Bless,

A handwritten signature in black ink, appearing to read "Michael S. Sinegal".

Commissioner Michael S. Sinegal

RATES	Current Rates	Suggested Rates
<b>Daily</b>	\$ 23.00	\$ 33.00
<b>Daily (Senior)</b>	\$ 20.00	\$ 30.00
<b>Weekly</b>	\$ 110.00	\$ 170.00
<b>Weekly (Senior)</b>	\$ 100.00	\$ 160.00
<b>Monthly</b>	\$ 375.00	\$ 450.00
<b>Monthly (Senior)</b>	\$ 360.00	\$ 440.00

**Special, September 17, 2019**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, September 17, 2019