

*Notice of Meeting and Agenda and Minutes  
October 04, 2019*

**SPECIAL, 10/4/2019 1:00:00 PM**

BE IT REMEMBERED that on October 04, 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 (ABSENT)

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Porter

Honorable Carolyn L. Guidry , County Clerk (ABSENT) -

Theresa Goodness, Chief Deputy

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

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**October 04, 2019**

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS**  
**October 04, 2019**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:00 PM**, on the **04th** day of **October 2019** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

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

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

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**PURCHASING:**

1. Consider and approve specifications for Request for Qualification (RFQ 19-053/YS), Professional Engineering and Architectural Services for Tropical Storm Imelda Repairs for Ben J. Rogers Visitors Center pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

**SEE ATTACHMENTS ON PAGES 7 - 22**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Consider and approve specifications for Request for Qualification (RFQ 19-054/YS), Professional Engineering and Architectural Services for Tropical Storm Imelda Repairs for Ford Park Complex pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

**SEE ATTACHMENTS ON PAGES 23 - 38**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and approve, execute, receive and file (JOC 19-055/DC) with SpawGlass Building Service for the exterior painting for the Beaumont Adult Probation Building in the amount of \$31,853.00. This is in accordance with BuyBoard Contract 520-ez1QC.

**SEE ATTACHMENTS ON PAGES 39 - 39**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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4. Consider and approve a discretionary exemption as authorized by Local Government Code 262.024(a)(7)(A) for items that can be obtained from only one source, for which competition is precluded of the existence of patents, copyrights, secret processes or monopolies, for Annual Maintenance Services for the Accounting/Financial System with Superion, LLC a CentralSquare Company, in the amount of \$55,409.27.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**CONSTABLE PRECINCT 4:**

5. Consider and possibly approve Ryan Thomas Warhola as a Part-Time Deputy Constable with Constable Precinct 4 in accordance with Local Government Code (LGC) 86.011.

**SEE ATTACHMENTS ON PAGES 40 - 40**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

6. Consider and approve FY 2020 budget amendment– District Attorney – provide two additional car allowances in lieu of County provide vehicle effective 10/7/2019.

120-2030-412-2006	AUTOMOBILE ALLOWANCE	\$14,758.00	
120-2030-412-2001	F.I.C.A. EXPENSE	\$1,129.00	
120-2030-412-2002	EMPLOYEES' RETIREMENT	\$2,934.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$18,821.00

**SEE ATTACHMENTS ON PAGES 41 - 41**

**Action: TABLED**

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7. Receive and file Resolution for 2020 Indigent Defense Formula Grant Application.

**SEE ATTACHMENTS ON PAGES 42 - 42**

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

8. Regular County Bills. Check Numbers 464061- 464371

**Motion by: Commissioner Alfred** **See attached pages 52-63**  
**Second by: Commissioner Sinegal**  
**In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

**COUNTY COMMISSIONERS:**

9. Consider and possibly approve a Resolution to extend the Disaster Declaration for Tropical Storm Imelda pursuant to Section 418.108(b), Government Code.

**SEE ATTACHMENTS ON PAGES 43 - 43**

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

10. Consider, possibly approve and authorize the County Judge to execute a Polaris Product Loan Agreement between Jefferson County Emergency Management and Polaris Industries, Inc. for the use of three 2020 Ranger 1000 EPS vehicles as a donation for use in our recovery efforts pursuant to Sec. 81.032, Local Government Code.

**SEE ATTACHMENTS ON PAGES 44 - 48**

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

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11. Receive and file approval for temporary debris site from Texas Commission on Environmental Quality (TECQ) at Ford Park DMS.

**SEE ATTACHMENTS ON PAGES 49 - 51**

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

**Other Business:**

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

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

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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

October 4, 2019

**Request for Statements of Qualification (RFQ 19-053/YS)**

**Professional Engineering and Architectural Services for Tropical Storm Imelda Repairs for Ben J. Rogers Visitors Center**

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with RFQ 19-053/YS, Professional Engineering and Architectural Services for Tropical Storm Imelda Repairs for Ben J. Rogers Visitors Center. Jefferson County is requesting statements of qualifications from Professional Engineering and Architectural Design Firms.

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

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

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and four (4) copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, October 23, 2019. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

**REQUEST NAME:** Professional Engineering and Architectural Services for Tropical Storm Imelda Repairs for Ben J. Rogers Visitors Center

**REQUEST NO. :** RFQ 19-053/YS

**DUE DATE/TIME:** 11:00 am CT, Wednesday, October 23, 2019

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

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

We look forward to your active participation in this solicitation.

Sincerely,

A handwritten signature of Deborah L. Clark, with a faint circular watermark of the Jefferson County Seal in the background.

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

Published: Beaumont Enterprise and Port Arthur News: October 9, 2019 and October 16, 2019

# **Request for Statements of Qualification (RFQ 19-053/YS)**

## **Professional Engineering and Architectural Services for Tropical Storm Imelda**

### **Repairs for Ben J. Rogers Visitors Center**

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#### **Section 1. Introduction and Purpose:**

Jefferson County is requesting statements of qualifications and experience from all interested professional engineers and architects desiring to provide professional consultant services for the County as the need for these services arise. The range of services to provide will be broad and will involve master planning, scope development, architectural and engineering design, site inspection, and construction management. This RFQ will be utilized to engage a firm for Tropical Storm Imelda Repairs for Ben J. Rogers Visitors Center services as need arises.

Work provided by the firms under this RFQ will be negotiated. A contract will be signed for individual projects, depending on the type of project and cost of the work.

#### **Section 2. Procedure**

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

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

#### **Section 3. Selection Committee**

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

#### **Section 4. Professional Engineering & Architectural Firm's Services**

A. A description of services that may be utilized under this RFQ includes:

1. master planning
2. scope development

3. architectural and engineering design
4. surveying
5. site inspection
6. construction management

## **Section 5. Laws and Regulations**

A. The professional engineering and architectural firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

## **Section 6. Insurance**

The contractor (including any and all subcontractors as defined in Section 7.1.3 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.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

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 7 Below)

## **Section 7. Workers' Compensation Insurance**

### 7.1 Definitions:

- 7.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent

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

- 7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

- 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## **Section 8. Qualifications Statement Requirements**

Firms desiring to be considered for Engineering or Architectural for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements on file with the County will be evaluated. The statement should contain, as a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide Engineering or Architectural services to Jefferson County.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 13 of this package.

## **Section 9. Additional Information**

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

## **Section 10. Confidential/Proprietary Information**

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

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

## **Section 11. Terms and Conditions**

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

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

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site.

Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

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

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

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

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

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

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

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

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

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

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

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

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

## **7. Minority-Women Business Enterprise Participation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.
- (b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
- (c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

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

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

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-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 website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

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

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

## **M. ACCESS TO RECORDS**

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

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

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

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

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

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

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

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

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

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

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

## **Section 12. Rating Criteria**

The committee selected for a specific project will select a firm or firms for the work required. Firms will be evaluated using the following criteria.

### **a. Firm's Capability to Provide the Services – 40%**

### **b. Performance/References - 30 %**

c. **Experience on Similar Projects – 20 %**

d. **Staff Qualifications – 10 %**

## **Section 13. Submission Requirements**

Respondents are responsible for submitting:

- One (1) *original* response copy to include a completed copy of this specifications packet, in its entirety.
- Four (4) numbered response *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with response submission and any other documentation requested within these specifications.

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

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

### **Responses shall be mailed or delivered to:**

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

**All submissions must be received by 11:00 am CT, Wednesday, October 23, 2019.**

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

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

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

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

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

Please direct questions to Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

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

### **County Holidays – 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

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

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

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

## Vendor References

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

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

### REFERENCE ONE

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

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

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

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

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

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

### REFERENCE TWO

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

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

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

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

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

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

### REFERENCE THREE

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

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

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

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

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

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

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

## Signature Page

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

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

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Firm (Entity Name)

---

Signature

---

Street & Mailing Address

---

Print Name

---

City, State & Zip

---

Date Signed

---

Telephone Number

---

Fax Number

---

E-mail Address

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

## Respondent's Certification

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

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

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

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

---

NAME OF BUSINESS

BY:

---

SIGNATURE

---

NAME & TITLE, TYPED OR PRINTED

---

MAILING ADDRESS

---

CITY, STATE, ZIP CODE

---

(      )  
TELEPHONE NUMBER

Sworn to and subscribed before me  
this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020

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Notary Public

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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



# 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

October 4, 2019

## Request for Statements of Qualification (RFQ 19-054/YS)

### Professional Engineering and Architectural Services for Tropical Storm Imelda Repairs for Ford Park Complex

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with RFQ 19-054/YS, Professional Engineering and Architectural Services for Tropical Storm Imelda Repairs for Ford Park Complex. Jefferson County is requesting statements of qualifications from Professional Engineering and Architectural Design Firms.

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

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

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and four (4) copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, October 23, 2019. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

**REQUEST NAME:** Professional Engineering and Architectural Services for Tropical Storm Imelda Repairs for Ford Park Complex

**REQUEST NO. :** RFQ 19-054/YS

**DUE DATE/TIME:** 11:00 am CT, Wednesday, October 23, 2019

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

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

We look forward to your active participation in this solicitation.

Sincerely,

A handwritten signature of Deborah L. Clark, with a faint circular watermark of the Jefferson County seal in the background.

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

Published: Beaumont Enterprise and Port Arthur News: October 9, 2019 and October 16, 2019

# **Request for Statements of Qualification (RFQ 19-054/YS) Professional Engineering and Architectural Services for Tropical Storm Imelda Repairs for Ford Park Complex**

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## **Section 1. Introduction and Purpose:**

Jefferson County is requesting statements of qualifications and experience from all interested professional engineers and architects desiring to provide professional consultant services for the County as the need for these services arise. The range of services to provide will be broad and will involve master planning, scope development, architectural and engineering design, site inspection, and construction management. This RFQ will be utilized to engage a firm for Tropical Storm Imelda Repairs for Ford Park Complex services as need arises.

Work provided by the firms under this RFQ will be negotiated. A contract will be signed for individual projects, depending on the type of project and cost of the work.

## **Section 2. Procedure**

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

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

## **Section 3. Selection Committee**

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

## **Section 4. Professional Engineering & Architectural Firm's Services**

A. A description of services that may be utilized under this RFQ includes:

1. master planning
2. scope development

3. architectural and engineering design
4. surveying
5. site inspection
6. construction management

## **Section 5. Laws and Regulations**

A. The professional engineering and architectural firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

## **Section 6. Insurance**

The contractor (including any and all subcontractors as defined in Section 7.1.3 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.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

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 7 Below)

## **Section 7. Workers' Compensation Insurance**

### 7.1 Definitions:

- 7.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent

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

- 7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

- 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## **Section 8. Qualifications Statement Requirements**

Firms desiring to be considered for Engineering or Architectural for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements on file with the County will be evaluated. The statement should contain, as a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide Engineering or Architectural services to Jefferson County.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 13 of this package.

## **Section 9. Additional Information**

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

## **Section 10. Confidential/Proprietary Information**

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

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

## **Section 11. Terms and Conditions**

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

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

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site.

Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

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

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

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

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

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

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

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

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

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

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

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

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

## **7. Minority-Women Business Enterprise Participation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.
- (b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
- (c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

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

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

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-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 RFQ 19-054/YS, Professional Engineering and Architectural Services for Tropical Storm Imelda Repairs for Ford Park Complex

agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **M. ACCESS TO RECORDS**

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

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

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

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

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

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

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

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

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

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

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

## **Section 12. Rating Criteria**

The committee selected for a specific project will select a firm or firms for the work required. Firms will be evaluated using the following criteria.

### **a. Firm's Capability to Provide the Services – 40%**

### **b. Performance/References - 30 %**

c. **Experience on Similar Projects – 20 %**

d. **Staff Qualifications – 10 %**

## **Section 13. Submission Requirements**

Respondents are responsible for submitting:

- One (1) *original* response copy to include a completed copy of this specifications packet, in its entirety.
- Four (4) numbered response *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with response submission and any other documentation requested within these specifications.

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

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

### **Responses shall be mailed or delivered to:**

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

**All submissions must be received by 11:00 am CT, Wednesday, October 23, 2019.**

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

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

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

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

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

Please direct questions to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

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

### **County Holidays – 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

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

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

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

## Vendor References

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

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

### REFERENCE ONE

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

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

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

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

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

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

### REFERENCE TWO

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

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

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

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

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

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

### REFERENCE THREE

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

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

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

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

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

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

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

## Signature Page

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

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

---

Firm (Entity Name)

---

Signature

---

Street & Mailing Address

---

Print Name

---

City, State & Zip

---

Date Signed

---

Telephone Number

---

Fax Number

---

E-mail Address

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

## Respondent's Certification

---

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

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

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

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

---

NAME OF BUSINESS

BY:

---

SIGNATURE

---

NAME & TITLE, TYPED OR PRINTED

---

MAILING ADDRESS

---

CITY, STATE, ZIP CODE

---

(      )  
TELEPHONE NUMBER

Sworn to and subscribed before me  
this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020

---

Notary Public

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

SpawGlass

Building Services

## SpawGlass Building Services

350 Pine Street, Ste. 310 - Beaumont, Texas 77701 - Phone (409) 681-4547  
Answering Service - 877-206-0944

## Proposal

BuyBoard: 520-ez1QC

May 17, 2019

Greg Keller  
Jefferson County  
1149 Pearl St.  
Beaumont, Texas 77701

Re: **Paint exterior of adult probation building.**

SpawGlass Job No.:

Address of Service: **820 Naches St.  
Beaumont, Texas 77701**

Dear Mr. Keller,

SpawGlass Construction Corp. is pleased to offer our proposal to perform the scope as described in the following inclusions:

**I. INCLUSIONS**

We have estimated:

- 1) Power wash clean exterior of building
- 2) Caulk all minor cracks
- 3) Apply (2) coats of Elastomeric Coating to all previous painted exterior surfaces

Cost of Service	\$ 31,853.00
Sales Tax (8.25%)	TAX EXEMPT
Total Cost of Service	\$ 31,853.00

**II. EXCLUSIONS**

- 1) Any additional areas needing repair
- 2) State tax/Bonding
- 3) Waterproofing
- 4) Exterior façade repair
- 5) Anything not specifically included above is specifically included

**III. OWNER-SUPPLIED**

Any work performed outside of this scope of work is to be considered a change order and paid in addition to the stated contract amount. This offer is subject to arrangements being made, which are satisfactory to Contractor, for payment of the contract sum and security thereof.

Note: This proposal is valid for thirty (30) days only.

Michael Green  
SpawGlass Construction Corp.

5/17/2019  
Date

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

Greg Keller  
Jefferson County

Date

ATTEST:

*By J. Guidry, Chief Deputy  
Carolyn L. Guidry, County Clerk*



Phone (409) 434-5450  
Fax (409) 794-3156



19217 Hwy 365  
Beaumont, TX 77705

**Bryan Werner**  
CONSTABLE, PRECINCT FOUR

September 30, 2019

To: Commissioners Court  
From: Constable Bryan Werner  
Re: Agenda – Part-Time Deputy

**Consider and possibly approve Ryan Thomas Warhola as a Part-Time Deputy Constable with Constable Precinct 4 in accordance with Local Government Code (LGC) 86.011.**



**BOB WORTHAM**  
CRIMINAL DISTRICT ATTORNEY

**PAT KNAUTH**  
First Assistant

**ASHLEY MOLFINO**  
Criminal Chief

**WAYLN THOMPSON**  
Appellate Chief

**CORY KNEELAND**  
Chief of Intake

Jefferson County Courthouse  
1085 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, Texas 77701  
(409) 835-8550  
FAX (409) 784-5893

**GARY REAVES**  
Executive Assistant

**KATHLEEN M. KENNEDY**  
Civil Chief

**RANDI KING**  
Family Chief

**JAMES ARCENEAUX**  
Chief Investigator

TO: Fran Lee  
Jefferson County Auditor

FROM: Bob Wortham

DATE: September 30, 2019

The District Attorney's office would like to add two car allowances as an budget amendment.

Marcelo Molfino's county vehicle flooding during the latest storm and his residence has now flooded twice in two years.

Craig Dommert has a county vehicle and he lives outside the county and therefore would like to offer his county vehicle to another county employee who flooded in the storm and he receive the car allowance instead. Mr. Dommert's county vehicle already has the police package and a center console that a computer can be installed on.

Thank you,

*Bob Wortham*

Bob Wortham  
District Attorney

20-06	\$ 14,758
20-01	1,129
20-02	2,934

**2020 Jefferson County Resolution  
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

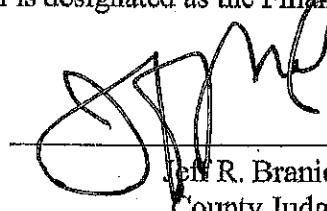
WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Jefferson County Commissioners Court has agreed that in the event of loss or misuse of the funds, Jefferson County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

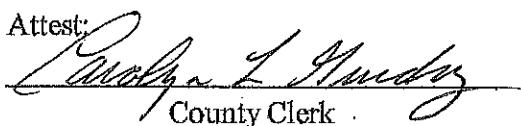
Adopted this 24 day of September, 2019.



---

Jeff R. Branick  
County Judge

Attest:



Carolyn L. Hando  
County Clerk





**JEFF R. BRANICK**  
County Judge

Jefferson County Courthouse  
P.O. Box 4025  
Beaumont, TX 77704

Beaumont (409) 835-8466  
Pt. Arthur (409) 727-2191 Ext. 8466  
Facsimile (409) 839-2311

**JEFFERSON COUNTY, TEXAS**  
**DECLARATION OF DISASTER**

WHEREAS, Jeff R. Branick, the County of Jefferson on the 19th day of September, 2019 signed a Declaration of Disaster because of the imminent threat of suffering widespread or severe damage, injury, or loss of life or property resulting from Hurricane/Tropical Storm/Depression Imelda; and

WHEREAS, the County Judge of Jefferson County, Texas has determined that extraordinary measures must be taken and continued to alleviate the suffering of people impacted and to protect or rehabilitate property and that it is necessary to extend this Declaration of Disaster.

NOW, THEREFORE BE IT PROCLAIMED BY THE COUNTY JUDGE OF  
JEFFERSON COUNTY, TEXAS

1. That a local state of disaster is hereby declared is continued for the County of Jefferson pursuant to Section 418.108(a) of the Texas Government Code;
2. Pursuant to Section 418.108(b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the Commissioners Court of Jefferson County;
3. Pursuant to Section 418.108(c) of the Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk;
4. Pursuant to Section 418.108(d) of the Government Code, this declaration of a local state of disaster activates the County Emergency Management Plan;
5. That this proclamation shall take effect immediately from and after its issuance.

ORDERED THIS THE 4<sup>th</sup> day of October, 2019 at 1:15 <sup>a.m.</sup> / p.m.

**Jeff R. Branick, County Judge**  
**Jefferson County, Texas**

**AGENDA ITEM****October 4, 2019**

Consider, possibly approve and authorize the County Judge to execute a Polaris Product Loan Agreement between Jefferson County Emergency Management and Polaris Industries, Inc. for the use of three 2020 Ranger 1000 EPS vehicles as a donation for use in our recovery efforts pursuant to Sec. 81.032, Local Government Code.



**POLARIS PRODUCT LOAN AGREEMENT**

Please read completely before signing

THIS AGREEMENT, made this 28<sup>th</sup> day of **September 2019**, between Polaris Industries Inc., a Delaware corporation (“Polaris”) and **Jefferson County Emergency Management** (“Borrower”) for and in consideration of the loan of the following Polaris Product (“Product”) described as follows:

R20TAE99AM	2020 Ranger 1000 EPS	SS RED	4XATAE991L8873701
R20TAE99A9	2020 Ranger 1000 EPS	TITANIUM	4XATAE994L8873739
R20TAE99AS	2020 Ranger 1000 EPS	SOLAR RED	4XATAE995L8866864

**BORROWER AGREES AND REPRESENTS AS FOLLOWS:**

1. Borrower assumes all risks, perils and dangers in the operation of the Product and agrees to sign and deliver the standard ride waiver provided by Polaris as a condition to receiving the Product.
2. **USE AND MAINTENANCE OF PRODUCT**
  - a) The Product will be used or operated only by Borrower, or his agents or employees, of legal age and consistent with Polaris age recommendations for the Product, and only for the purpose provided in this Agreement (“Operators”). No Operator may use the Product unless they have reviewed and agreed to abide by the terms of this Agreement with respect to the use and operation of the Product, including without limitation reviewing and understanding the owner’s manual, the safety video (if applicable, including any all-terrain vehicle, side by side, or snowmobile) and the on- product warnings, and they have signed the standard rider waiver provided by Polaris.
  - b) The Product will be used or operated in accordance with all laws, ordinances, regulations and no person will use or operate the Product when under the influence of alcohol or drugs.
  - c) The Product will be used or operated only in the manner for which it was designed and intended, and will not be modified without the express written consent of Polaris.
  - d) The Product will be used or operated in accordance with and shall follow all the recommended operating practices and maintenance procedures contained in the owner’s manual.
  - e) The Product will be maintained in first class condition, protected from loss or damage (subject to standard wear and tear), retaining all Polaris brand identification with all expenses incident to the maintenance borne by Borrower.
3. **WARRANTIES AND REPRESENTATIONS**
  - a) Borrower/operator is duly qualified and experienced in the operation of the Product.
  - b) Borrower is of legal age and may be legally bound by this Agreement.
  - c) Borrower has not entered into any agreement in contravention with this Agreement, and acknowledges that no other written or oral representations different or apart from this written Agreement have been made.
  - d) Polaris may terminate this Agreement at any time for any breach of the warranties, representations or agreements stated herein.
  - e) If the undersigned is executing this Agreement on behalf of another party, the undersigned is duly authorized to execute this Agreement on behalf of the named party.
  - f) Borrower covenants that no Operator will use the Product unless and until they have signed and delivered to Polaris the standard ride waiver provided by Polaris.
  - g) Borrower covenants to have worker’s compensation in place to cover Borrower and any Operator during use of the Product.
  - h) Borrower covenants not to use, display, or operate the Product in any manner that portrays Polaris in a negative light or in a manner damaging to Polaris’ goodwill, and further covenants not to publish any false or inaccurate information regarding the Product.
4. **PURPOSE OF LOAN**

Borrower represents that the purpose for the loan is for Borrower and Operators to use the Product solely for relief efforts.

5. **CONTENT DELIVERABLES**

a) Jefferson County Emergency Management will deliver photos of the units being utilized for Polaris to utilize and promote across social channels.

6. **LOAN TIMING & DELIVERY LOCATION**

a) Units have been delivered to:

- One (1) Polaris would be used at Precinct 1 Road and Bridge (Commissioner Arnold). Point of Contact would be Jody Janise, Telephone: 409-658-7228. Address: 20205 W. Hwy 90 China, TX 7761.
- One (1) Polaris would be used at Precinct 3 Road and Bridge (Commissioner Sinegal). Point of Contact would be Jason Castille, Telephone: 409-718-5792. Address: 5700 Jade Ave, Port Arthur, Texas 77640.
- One (1) Polaris would be used at Precinct 4 Road and Bridge (Commissioner Alfred). Point of Contact would be Kenneth Menkins, Telephone (409-679-2472. Address: 7780 Boyt Rd., Beaumont, Tx 77713.

and will be out for loan for 60 days. Polaris will coordinate for the units to be picked up on or around December 2, 2019.

Polaris Industries Inc.  
21100 Hwy 55  
Medina, MN 55340  
(612) 542-0500

BORROWER agrees to all terms and conditions listed above and Exhibit A of this Agreement.

By \_\_\_\_\_

By \_\_\_\_\_  
Signature of Borrower  
Company \_\_\_\_\_  
Title \_\_\_\_\_

**NOTE:** Borrower should contact his insurance agent or broker to verify that he is protected by his own insurance within the terms and conditions of this Agreement.

## EXHIBIT A

### **A. ACCIDENTS (LOSS)**

Borrower agrees that in the event of any accident involving the Product he will, within twelve (12) hours following such accident, furnish to Polaris a full and complete accident report. If a motor vehicle is involved, Borrower will report the accident to the Department of Motor Vehicles or other applicable agency within the time and in the manner prescribed under the provisions of the applicable jurisdiction. If the Product is lost or damaged in any way or Borrower is unable to return the Product to Polaris on demand for any reason whatsoever, Borrower will pay Polaris the market value of the Product.

### **B. HOLD HARMLESS AGREEMENT**

Borrower covenants and agrees with Polaris that Borrower will defend, hold harmless and indemnify Polaris from any and all claims, demands, causes of action, attorneys' fees and expense of any nature, by any person arising or alleged to arise from the Borrower's use, operation, and maintenance of the Product and to reimburse Polaris for any loss or damage. It is further agreed that if Polaris files any action to recover possession, the value or the cost of repairing the Product, or if Polaris employs an attorney to defend it in any action filed by Borrower or anyone claiming damages for personal injuries or property damage, arising out of the use of the Product while in the actual or constructive possession of Borrower, Borrower agrees to pay Polaris any and all reasonable sums incurred by Polaris for attorneys' fees and court costs and expenses.

### **C. INSURANCE**

Borrower agrees that he will, at his own expense, maintain Bodily Injury and Property Damage Liability Insurance covering the use of the Product during the time it is in his possession and until it is returned to Polaris. Polaris shall not be required to carry or provide Bodily Injury or Property Damage Liability Insurance during that period of time. Borrower agrees to submit a Certificate of Insurance to Polaris within 5 days from receipt of the Product showing evidence of insurance.

### **D. MINIMUM SAFETY APPAREL**

If the Product is an all-terrain vehicle, Side X Side or 6x6, Borrower agrees that the Product will be used or operated only when all users and operators are wearing minimum safety apparel, consisting of a D.O.T. approved safety helmet, eye protection (glasses, goggles, face shield), gloves, long sleeves, boots and long trousers. Where available on any vehicle, borrower agrees to use Seat Belts and Cab nets when operating the vehicle. If the Product is a snowmobile, borrower agrees to wear appropriate snowmobile protection gear including a DOT approved helmet, boots, gloves, pants & jacket.

**E. USE OF NAME, LIKENESS AND AGREEMENT**

Borrower agrees that Polaris shall have the right to use his name, likeness and endorsement or any reproduction thereof, in any form, style or color, together with any writing or other advertising material in connection therewith including, but not limited to television commercials, documentary films, magazine and newspaper ads, point of purchase materials, and other materials referring to Borrower's preference for Polaris products. Polaris agrees to review any proposed copy or release with Borrower so as not to use a release which would impair Borrower's public image. Borrower agrees not to unreasonably withhold approval of any proposed copy or release.

**F. RETURN OF PRODUCT**

The Product shall be returned to Polaris at its place of business or any place designated by Polaris, on or before the return date, or prior to the return date on demand of Polaris. Borrower waives any claim which he may have or which may hereafter arise for any and all damage he may hereafter sustain by reason of any action, civil or criminal, which Polaris may or its agents may take in connection with Borrower's use or retention of the Product if Borrower fails to return the Product to Polaris. If Borrower fails to return the Product on the return date, or on demand, Borrower agrees to pay Polaris the net price paid by Polaris authorized dealers to Polaris for the model Product.

**G. AGENTS AND EMPLOYEES OF BORROWER**

Borrower agrees that any and all agents and/or employees who use or operate the Product are bound by this entire Agreement.

**H. MINNESOTA LAW**

This Agreement shall be construed in accordance with the laws of the State of Minnesota

---

**CONDITION OF PRODUCT**

1. Y New Y Used	Miles _____	Comments _____
2. Y New Y Used	Miles _____	Comments _____
3. Y New Y Used	Miles _____	Comments _____
4. Y New Y Used	Miles _____	Comments _____
5. Y New Y Used	Miles _____	Comments _____
6. Y New Y Used	Miles _____	Comments _____

**UPON RETURN TO POLARIS:** The Product was returned to Polaris on \_\_\_\_\_, 20\_\_\_\_\_.  
Comments:

**POLARIS WILL DENY FUTURE REQUESTS FOR A LOAN OF PRODUCT IF THIS AGRE**



**AGENDA ITEM**

**October 4, 2019**

**Receive and file approval for temporary debris site from Texas Commission on Environmental Quality (TECQ) at Ford Park DMS.**

Bryan W. Shaw, Ph.D., P.E., *Chairman*  
 Toby Baker, *Commissioner*  
 Jon Niermann, *Commissioner*  
 Richard A. Hyde, P.E., *Executive Director*



RECEIVED OCT 01 2019

## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

September 26, 2019

**CERTIFIED MAIL {7019 0700 0001 0073 5208}  
 RETURN RECEIPT REQUESTED**

Mr. Michael White  
 Emergency Management Coordinator  
 1149 Pearl Street  
 Beaumont, TX 77701

Re: Tropical Storm Imelda, Disaster Declaration  
 Jefferson County Temporary Debris Site Approval, Ford Park DMS located at the Intersection of Interstate 10 and Major Drive, Beaumont (Jefferson County), TX 77705

Dear Mr. White:

The Texas Commission on Environmental Quality (TCEQ) Beaumont Region 10 Office received your completed Request for Approval of Temporary Debris Management Site for Debris Resulting from Declared State or Federal Disaster form (TCEQ Form-20660) dated September 23, 2019, for temporary approval to stage and stockpiling construction and demolition debris recovered from Jefferson County as a result of a declared disaster event. Consequently, Jefferson County was included in the Disaster Declaration on September 17, 2019, Tropical Storm Imelda.

On September 23, 2019, Ms. Porscha Cherry, Ms. Abby Lytle, and Ms. Diane Britt conducted a site review of the above referenced location and evaluated the information you provided in TCEQ Form-20660. The TCEQ Beaumont Region 10 Office is granting temporary approval to conduct the above-referenced operations. **Approval will remain effective until December 16, 2019.** It is recommended you keep this letter for your records as it is considered necessary documentation for counties seeking reimbursement from the Federal Emergency Management Agency (FEMA) for disposal costs. Furthermore, this *temporary approval* does not relieve you of any other existing TCEQ regulations and authorization(s).

Once the authorized activities have been completed, the safe management, proper disposal, and removal of all waste, including ash, onsite shall be conducted in accordance with TCEQ solid waste rules. As part of this closure process, please submit documentation (e.g. photographs and disposal receipts) to the TCEQ Beaumont Region 10 Office within 30 days after this approval expires December 16, 2019. The TCEQ Beaumont Region 10 Office may conduct an investigation to document the disposal and removal of all waste from this site.

Please note that the temporary approval of this site applies only to the management of debris from the above referenced declared disaster event. The TCEQ Beaumont Region 10 Office shall be notified and approval shall be requested and obtained prior to utilizing the site for any future emergency debris management activities or additional activities not requested in the TCEQ Form-20660 received on September 23, 2019.

The TCEQ appreciates your assistance in this matter. If you or members of your staff have any questions regarding this matter, please contact Ms. Cherry in the Beaumont Region 10 Office at (409) 898-3838.

Sincerely,



Marilyn Gates  
Waste Section Manager  
Beaumont Region 10 Office  
Texas Commission on Environmental Quality

MG/PC/cal

cc: The Honorable Jeff Branick, Jefferson County Judge, 1149 Pearl Street, Beaumont, TX 77701

cc: Ms. Adina Josey, CFM, Jefferson County Floodplain Administrator, P.O. Box 3827, Beaumont, TX 77704

cc: Ms. Kristy Fuentes, Vice President of Administration and Compliance, DRC Emergency Services, LLC, 110 Veterans Memorial Blvd, Suite 515, Metairie, LA 70005

PGM: GMCOMMV2

DATE  
10-08-2019

PAGE : 1

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	176.75	464184	
DAWN DONUTS	45.50	464320	
ROAD & BRIDGE PCT.#1			222.25**
AT&T	65.92	464175	
FUNCTION 4 LLC	19.41	464331	
ROAD & BRIDGE PCT.#2			85.33**
BEAUMONT TRACTOR COMPANY	43.95	464097	
CITY OF NEDERLAND	74.18	464103	
METAL DEPOT CORP.	1,265.05	464138	
RITTER @ HOME	313.00	464159	
FASTENAL	994.95	464195	
BUMPER TO BUMPER	585.02	464235	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	1,045.70	464312	
FUNCTION 4 LLC	24.96	464331	
ROAD & BRIDGE PCT. # 3			4,346.81**
SPIDLE & SPIDLE	1,660.73	464090	
RB EVERETT & COMPANY, INC.	2,204.40	464111	
GULF COAST AUTOMOTIVÉ, INC.	251.93	464121	
MARTIN PRODUCT SALES LLC	28,322.00	464247	
PARKER LUMBER	994.56	464273	
SCHEAFFER MFG CO	2,251.33	464301	
CINTAS CORPORATION	39.93	464325	
FUNCTION 4 LLC	38.82	464331	
ROAD & BRIDGE PCT.#4			35,763.70**
ABLE FASTENER, INC.	19.80	464085	
CITY OF BEAUMONT - WATER DEPT.	19.60	464101	
KINSEL FORD, INC.	141.60	464130	
M&D SUPPLY	421.70	464134	
MUNRO'S	86.11	464144	
OIL CITY TRACTORS, INC.	79.88	464151	
OVERHEAD DOOR CO.	224.50	464152	
SMART'S TRUCK & TRAILER, INC.	104.79	464169	
SOUTHEAST TEXAS WATER	29.80	464171	
TRANTEX, INC.	1,295.00	464197	
UNITED STATES POSTAL SERVICE	2.86	464205	
MODICA BROS. TIRES & WHEELS	244.44	464209	
PATHMARK TRAFFIC PRODUCTS OF TEXAS	719.00	464226	
LANSDOWNE-MOODY CO	895.67	464246	
KNIFE RIVER	627.37	464253	
SHERWIN-WILLIAMS	446.95	464265	
ASCO	1,272.44	464294	
A-1 MAIDA FENCE COMPANY	224.00	464313	
FUNCTION 4 LLC	63.73	464331	
O'REILLY AUTO PARTS	884.02	464352	
COTTON CARGO	112.75	464367	
ENGINEERING FUND			7,916.01**
OFFICE DEPOT	230.83	464149	
UNITED STATES POSTAL SERVICE	3.80	464205	
FUNCTION 4 LLC	127.84	464331	
PARKS & RECREATION			362.47**
M&D SUPPLY	159.53	464134	
SCOOTER'S LAWNMOWERS	649.99	464163	
PARKER LUMBER	686.43	464273	
GENERAL FUND			1,495.95**
TAX OFFICE			
OFFICE DEPOT	443.61	464149	

PGM: GMCOMMV2

DATE  
10-08-2019

PAGE: 2

## NAME

## AMOUNT

## CHECK NO.

## TOTAL

PITNEY BOWES, INC.	1,452.00	464155	
ACE IMAGEWEAR	23.55	464167	
SOUTHEAST TEXAS WATER	136.00	464171	
UNITED STATES POSTAL SERVICE	299.75	464205	
UNITED STATES POSTAL SERVICE	25.15	464206	
US POSTAL SERVICE	30,000.00	464211	
ROCHESTER ARMORED CAR CO INC	378.40	464277	
CUMMINS-ALLISON CORP	2,160.00	464290	
KWP TELECOM LLC	1,575.00	464317	
FUNCTION 4 LLC	102.60	464331	
			36,596.06*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	750.00	464140	
UNITED STATES POSTAL SERVICE	.82	464205	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	225.00	464324	
FUNCTION 4 LLC	19.41	464331	
			995.23*
AUDITOR'S OFFICE			
OFFICE DEPOT	1,919.95	464149	
UNITED STATES POSTAL SERVICE	88.87	464205	
FUNCTION 4 LLC	19.41	464331	
			2,028.23*
COUNTY CLERK			
CASH ADVANCE ACCOUNT	1,448.00	464128	
OFFICE DEPOT	167.44	464149	
ULINE SHIPPING SUPPLY SPECIALI	130.30	464185	
UNITED STATES POSTAL SERVICE	247.30	464205	
UNITED STATES POSTAL SERVICE	41.60	464206	
KOFILE TECHNOLOGIES INC	36,272.00	464284	
FUNCTION 4 LLC	66.25	464331	
			38,372.89*
COUNTY JUDGE			
PHILLIP DOWDEN	500.00	464094	
OFFICE DEPOT	616.50	464149	
UNITED STATES POSTAL SERVICE	8.70	464205	
KIMBERLY PHELAN, P.C.	1,000.00	464242	
JAN GIROUARD & ASSOCIATES LLC	800.00	464323	
FUNCTION 4 LLC	19.41	464331	
			2,944.61*
RISK MANAGEMENT			
OFFICE DEPOT	102.36	464149	
UNITED STATES POSTAL SERVICE	1.32	464205	
FUNCTION 4 LLC	19.41	464331	
			123.09*
COUNTY TREASURER			
OFFICE DEPOT	389.65	464149	
TAC - TEXAS ASSN. OF COUNTIES	160.00	464178	
UNITED STATES POSTAL SERVICE	92.64	464205	
FUNCTION 4 LLC	92.04	464331	
			734.33*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	333.16	464331	
			333.16*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	4.45	464205	
FUNCTION 4 LLC	19.41	464331	
			23.86*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	85.00	464128	
INTERFACE EAP	1,364.85	464194	
ROCHESTER ARMORED CAR CO INC	5,491.37	464277	
SPOK INC	3.00	464309	
FUNCTION 4 LLC	225.74	464331	
			7,169.96*
DATA PROCESSING			

NAME	DATE	AMOUNT	CHECK NO.	PAGE: 3
OFFICE DEPOT	10-08-2019	52.84	464149	
CDW COMPUTER CENTERS, INC.		1,668.95	464196	
SHI GOVERNMENT SOLUTIONS, INC.		1,804.95	464210	
SPOK INC		12.14	464309	
FUNCTION 4 LLC		19.41	464331	
VOTERS REGISTRATION DEPT				3,558.29*
UNITED STATES POSTAL SERVICE		111.41	464205	
FUNCTION 4 LLC		19.41	464331	
ELECTIONS DEPARTMENT				130.82*
THE EXAMINER		69.00	464112	
FAST SIGNS, INC.		1,444.41	464113	
OFFICE DEPOT		79.80	464149	
SIERRA SPRING WATER CO. - BT		2.25	464208	
LANGUAGE USA INC		480.00	464315	
FUNCTION 4 LLC		75.34	464331	
DISTRICT ATTORNEY				2,150.80*
HERNANDEZ OFFICE SUPPLY, INC.		1,371.90	464122	
CASH ADVANCE ACCOUNT		1,042.64	464128	
OFFICE DEPOT		671.63	464149	
TEXAS DISTRICT & COUNTY ATTY ASSN.		350.00	464180	
UNITED STATES POSTAL SERVICE		215.29	464205	
ACADIAN HARDWOODS, BEAUMONT		365.00	464220	
GULF COAST AUDIO		2,715.00	464224	
MCM ELEGANTE HOTEL		324.30	464240	
EDGAR GEORGE THOMPSON		112.29	464260	
INSIGHT PUBLIC SECTOR INC		306.04	464305	
FUNCTION 4 LLC		133.11	464331	
FLASHBACK DATA LLC		2,905.00	464340	
DISTRICT CLERK				10,512.20*
DELL MARKETING L.P.		810.84	464107	
OFFICE DEPOT		606.26	464149	
UNITED STATES POSTAL SERVICE		239.61	464205	
COASTAL BUSINESS FORMS		499.38	464295	
FUNCTION 4 LLC		19.41	464331	
TEXAS ASSOCIATION OF COUNTIES		50.00	464341	
CRIMINAL DISTRICT COURT				2,225.50*
UNITED STATES POSTAL SERVICE		1.65	464205	
FUNCTION 4 LLC		122.48	464331	
58TH DISTRICT COURT				124.13*
FUNCTION 4 LLC		19.41	464331	
60TH DISTRICT COURT				19.41*
OFFICE DEPOT		64.61	464149	
UNITED STATES POSTAL SERVICE		4.94	464205	
FUNCTION 4 LLC		19.41	464331	
136TH DISTRICT COURT				88.96*
FUNCTION 4 LLC		19.41	464331	
172ND DISTRICT COURT				19.41*
UNITED STATES POSTAL SERVICE		7.21	464205	
FUNCTION 4 LLC		19.41	464331	
252ND DISTRICT COURT				26.62*
OFFICE DEPOT		67.47	464149	
UNITED STATES POSTAL SERVICE		7.36	464205	
THOMSON REUTERS-WEST		205.27	464297	

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NAME

AMOUNT

CHECK NO.

TOTAL

FUNCTION 4 LLC  
MARVIN LEWIS JR  
THOMAS WILLIAM KELLEY19.41  
8,595.50  
4,642.50464331  
464355  
464360

13,537.51\*

279TH DISTRICT COURT

JACK LAWRENCE  
MARVA PROVO  
KEVIN PAULA SEKALY PC  
RANDY SHELTON  
LANGSTON ADAMS  
FUNCTION 4 LLC325.00  
325.00  
325.00  
165.00  
700.00  
19.41464092  
464156  
464164  
464166  
464222  
464331

1,859.41\*

317TH DISTRICT COURT

LAIRON DOWDEN, JR.  
NATHAN REYNOLDS, JR.  
LANGSTON ADAMS  
JOEL WEBB VAZQUEZ  
TONYA CONNELL TOUPS  
ALLEN PARKER  
P DEAN BRINKLEY  
BRITTANIE HOLMES  
WILLIAM FORD DISHMAN  
TARA SHELANDER  
MELANIE AIREY  
FUNCTION 4 LLC325.00  
150.00  
325.00  
1,050.00  
300.00  
150.00  
300.00  
150.00  
150.00  
300.00  
19.41464108  
464158  
464222  
464234  
464257  
464270  
464275  
464289  
464303  
464307  
464311  
464331

3,369.41\*

JUSTICE COURT-PCT 1 PL 1

OFFICE DEPOT  
TEXAS STATE UNIVERSITY SAN MARS  
UNITED STATES POSTAL SERVICE  
FUNCTION 4 LLC139.99  
520.00  
52.25  
24.96464149  
464174  
464205  
464331

737.20\*

JUSTICE COURT-PCT 1 PL 2

FUNCTION 4 LLC

19.41

464331

19.41\*

JUSTICE COURT-PCT 2

TEXAS STATE UNIVERSITY SAN MARS

260.00

464173

260.00\*

JUSTICE COURT-PCT 4

FUNCTION 4 LLC

24.96

464331

24.96\*

JUSTICE COURT-PCT 6

KIRKSEY'S SPRINT PRINTING  
OFFICE DEPOT  
UNITED STATES POSTAL SERVICE  
FUNCTION 4 LLC24.95  
426.73  
31.48  
19.41464131  
464149  
464205  
464331

502.57\*

JUSTICE COURT-PCT 7

TEXAS STATE UNIVERSITY SAN MARS  
AT&T1,095.00  
32.96464172  
464175

1,127.96\*

JUSTICE OF PEACE PCT. 8

UNITED STATES POSTAL SERVICE  
FUNCTION 4 LLC83.75  
19.41464206  
464331

103.16\*

COUNTY COURT AT LAW NO.1

OFFICE DEPOT  
UNITED STATES POSTAL SERVICE  
SIERRA SPRING WATER CO. - BT  
FUNCTION 4 LLC273.52  
2.56  
70.47  
68.20464149  
464205  
464207  
464331

414.75\*

COUNTY COURT AT LAW NO. 2

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NAME

AMOUNT CHECK NO. TOTAL

MARVA PROVO	250.00	464156	
UNITED STATES POSTAL SERVICE	13.36	464205	
JOEL WEBB VAZQUEZ	250.00	464234	
FUNCTION 4 LLC	19.41	464331	
THE MAYO LAW FIRM PLLC	500.00	464333	
THOMAS WILLIAM KELLEY	250.00	464360	
COUNTY COURT AT LAW NO. 3			1,282.77*
DONALD BOUDREAUX	250.00	464099	
UNITED STATES POSTAL SERVICE	20.04	464205	
ANTOINE FREEMAN	250.00	464258	
BRITTANIE HOLMES	300.00	464289	
TURK LAW FIRM	250.00	464291	
JARED GILTHORPE	250.00	464308	
FUNCTION 4 LLC	19.41	464331	
COURT MASTER			1,339.45*
JUDGE LARRY GIST	4,387.88	464117	
RICHARD D. HUGHES	2,100.00	464124	
UNITED STATES POSTAL SERVICE	.91	464205	
FUNCTION 4 LLC	19.41	464331	
MEDIATION CENTER			6,508.20*
UNITED STATES POSTAL SERVICE	3.71	464205	
FUNCTION 4 LLC	19.41	464331	
ALTERNATIVE SCHOOL			23.12*
WASTEWATER TRANSPORT SERVICES LLC	35.00	464306	
COMMUNITY SUPERVISION			35.00*
FUNCTION 4 LLC	77.64	464331	
SHERIFF'S DEPARTMENT			77.64*
DELL MARKETING L.P.	1,782.41	464107	
GT DISTRIBUTORS, INC.	72.71	464115	
LOUIS' YAZOO SALES & SERVICE, LLC	162.85	464133	
OFFICE DEPOT	491.88	464149	
SETZER HARDWARE, INC.	166.26	464165	
AT&T	312.46	464175	
CDW COMPUTER CENTERS, INC.	1,137.00	464196	
UNITED STATES POSTAL SERVICE	1,256.92	464205	
SHI GOVERNMENT SOLUTIONS, INC.	1,413.69	464210	
LOWE'S HOME CENTERS, INC.	249.85	464215	
FIVE STAR FEED	660.00	464227	
CREATIVE PRODUCT SOURCING	2,306.58	464251	
INTERSTATE ALL BATTERY CENTER - BMT	299.90	464266	
GALLS LLC	879.22	464314	
FUNCTION 4 LLC	221.84	464331	
THE MONOGRAM SHOP	315.00	464334	
FANNETT VETERINARY CLINIC	48.00	464351	
CRIME LABORATORY			11,776.57*
ALLOMETRICS INC.	130.00	464089	
FISHER SCIENTIFIC	316.27	464114	
W.W. GRAINGER, INC.	14.64	464118	
OFFICE DEPOT	696.61	464149	
HENRY SCHEIN, INC.	352.90	464162	
VERIZON WIRELESS	75.98	464203	
MIRELES TECHNOLOGIES, INC.	720.00	464217	
TECHSCAN INC	555.00	464241	
CAYMAN CHEMICAL COMPANY	743.00	464271	
LIPOMED	52.00	464274	
CHEAPER THAN DIRT	398.36	464292	
FUNCTION 4 LLC	24.96	464331	
AIRGAS USA, LLC	155.83	464354	
JAIL - NO. 2			4,235.55*

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NAME

AAA LOCK & SAFE  
 BOB BARKER CO., INC.  
 BELL FENCE MFG. CO.  
 COBURN SUPPLY COMPANY INC  
 W.W. GRAINGER, INC.  
 HERNANDEZ OFFICE SUPPLY, INC.  
 CASH ADVANCE ACCOUNT  
 M&D SUPPLY  
 MCNEILL INSURANCE AGENCY  
 OFFICE DEPOT  
 OVERHEAD DOOR CO.  
 SANITARY SUPPLY, INC.  
 SETZER HARDWARE, INC.  
 AT&T  
 WHOLESALE ELECTRIC SUPPLY CO.  
 WORTH HYDROCHEM  
 CDW COMPUTER CENTERS, INC.  
 ADVANCED SYSTEMS & ALARM SERVICES,  
 UNIVAR USA, INC.  
 LOWE'S HOME CENTERS, INC.  
 THE PORT AUTHORITY OF NY & NJ  
 INTERCONTINENTAL JET CORP  
 BELT SOURCE  
 WORLD FUEL SERVICES  
 INDEPENDENT STATIONERS  
 EMERGENCY POWER SERVICE  
 MATERA PAPER COMPANY INC  
 WASTEWATER TRANSPORT SERVICES LLC  
 GALLS LLC  
 IMPACT WASTE LLC  
 FUNCTION 4 LLC  
 THE MONOGRAM SHOP  
 AXON ENTERPRISE INC  
 MOORE-ALL TEX SUPPLY  
 BENCHMARK PLUMBING INC  
 TRINITY SERVICES GROUP INC

JUVENILE PROBATION DEPT.

LAURIE REEVES  
 EDWARD B. GRIPON, M.D., P.A.  
 G. FRAN HUDGINS  
 OFFICE DEPOT  
 LARONDA TURNER  
 CHERYL TARVER  
 UNITED STATES POSTAL SERVICE  
 LATRICIA COLEMAN  
 SHANNA CITIZEN  
 LYNN BIERHALTER  
 SHARON STREETMAN  
 NISHA AMIN  
 ROXANA MITCHELL  
 CHRISTAL CHANNEL  
 SUMMER KENNISON  
 FUNCTION 4 LLC  
 KAYLAN BURTON  
 SHERONDA WHEELER  
 EDWIN JAY FRANK  
 CHARITY HIGHTOWER  
 TRISH DAVIS

JUVENILE DETENTION HOME

OFFICE DEPOT  
 SANITARY SUPPLY, INC.  
 FLOWERS FOODS  
 BEN E KEITH FOODS  
 VANSCHECA SANDERS-CHEVIS  
 SOUTHERN FOLGER DETENTION EQUIPMENT  
 KAREN ROBERTS  
 A1 FILTER SERVICE COMPANY  
 FUNCTION 4 LLC  
 BIG THICKET PLUMBING INC

CONSTABLE PCT 1

NAME	AMOUNT	CHECK NO.	TOTAL
	17.00	464083	
	3,287.65	464096	
	70.14	464098	
	332.26	464106	
	145.57	464118	
	1,509.87	464122	
	733.00	464128	
	112.54	464134	
	71.00	464137	
	3,082.50	464149	
	504.75	464152	
	3,487.39	464161	
	82.75	464165	
	999.10	464175	
	19.00	464188	
	342.00	464189	
	290.84	464196	
	125.00	464199	
	3,759.86	464200	
	83.81	464215	
	83.59	464229	
	660.49	464237	
	17.63	464244	
	498.16	464269	
	2,036.38	464279	
	2,155.10	464286	
	8,915.05	464296	
	2,061.00	464306	
	814.38	464314	
	360.00	464327	
	354.97	464331	
	218.00	464334	
	744.00	464337	
	220.23	464349	
	755.00	464359	
	85,928.13	464368	

124,878.14\*

NAME	AMOUNT	CHECK NO.	TOTAL
	60.32	464110	
	275.00	464120	
	416.00	464123	
	197.70	464149	
	77.14	464153	
	69.60	464192	
	9.57	464205	
	149.06	464219	
	146.74	464221	
	92.80	464243	
	23.20	464245	
	400.00	464259	
	206.48	464316	
	185.60	464319	
	128.18	464326	
	38.82	464331	
	131.08	464338	
	109.04	464343	
	211.70	464346	
	142.68	464350	
	149.18	464357	

3,219.89\*

NAME	AMOUNT	CHECK NO.	TOTAL
	29.75	464149	
	1,437.44	464161	
	120.93	464230	
	3,227.46	464231	
	700.00	464250	
	11,684.40	464261	
	200.00	464264	
	183.79	464283	
	63.73	464331	
	3,804.91	464347	

21,392.91\*

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NAME

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	19.89 89.62	464205 464331	109.51*
CONSTABLE-PCT 2			
OFFICE DEPOT BEARCOM / KAY ELECTRONICS	123.83 42.00	464149 464364	165.83*
CONSTABLE-PCT 4			
FUNCTION 4 LLC	19.41	464331	19.41*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	6.18 19.41	464205 464331	25.59*
CONSTABLE PCT. 7			
AT&T	32.96	464175	32.96*
CONSTABLE PCT. 8			
OFFICE DEPOT FUNCTION 4 LLC TND WORKWEAR CO LLC	102.59 89.56 297.00	464149 464331 464332	489.15*
COUNTY MORGUE			
TRIANGLE COMPUTER & TELEPHONE FORENSIC MEDICAL	170.00 61,050.00	464183 464358	61,220.00*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT FUNCTION 4 LLC	372.61 55.47	464149 464331	428.08*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC. MCKESSON MEDICAL-SURGICAL INC UNITED STATES POSTAL SERVICE BONNIE SWAIN FUNCTION 4 LLC	1,500.00 1,011.65 108.87 99.69 103.29	464104 464198 464205 464276 464331	2,823.50*
HEALTH AND WELFARE NO. 2			
GABRIEL FUNERAL HOME, INC. OFFICE DEPOT AT&T UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	1,500.00 451.96 32.96 172.30 38.82	464116 464149 464175 464206 464331	2,196.04*
NURSE PRACTITIONER			
MCKESSON MEDICAL-SURGICAL INC FUNCTION 4 LLC	923.10 19.41	464198 464331	942.51*
CHILD WELFARE UNIT			
J.C. PENNEY'S SEARS COMMERCIAL CREDIT ROSS DRESS FOR LESS, INC.	593.47 546.88 243.84	464213 464214 464249	1,384.19*
ENVIRONMENTAL CONTROL			
OFFICE DEPOT AT&T FUNCTION 4 LLC	563.98 32.96 89.62	464149 464175 464331	686.56*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	9,586.72	464300	

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## NAME

TDS OPERATING INC

MAINTENANCE-BEAUMONT

AAA LOCK & SAFE  
 MARK'S PLUMBING PARTS  
 JOHNSTONE SUPPLY  
 CITY OF BEAUMONT - WATER DEPT.  
 COBURN SUPPLY COMPANY INC  
 W.W. GRAINGER, INC.  
 GRAYBAR ELECTRIC COMPANY, INC.  
 M&D SUPPLY  
 OFFICE DEPOT  
 SANITARY SUPPLY, INC.  
 ACE IMAGEWEAR  
 AT&T  
 WHOLESALE ELECTRIC SUPPLY CO.  
 AT&T GLOBAL SERVICES  
 BAKER DISTRIBUTING COMPANY  
 NEDERLAND FRAME SHOP  
 A1 FILTER SERVICE COMPANY  
 EMERGENCY POWER SERVICE  
 CARRIER ENTERPRISE LLC  
 WASTEWATER TRANSPORT SERVICES LLC  
 FRED MILLER'S OUTDOOR EQUIPMENT LLC  
 FUNCTION 4 LLC

MAINTENANCE-PORT ARTHUR

CITY OF PORT ARTHUR - WATER DEPT.  
 COASTAL WELDING SUPPLY  
 METAL-MART  
 SANITARY SUPPLY, INC.  
 S.E. TEXAS BUILDING SERVICE  
 AT&T  
 LOWE'S HOME CENTERS, INC.  
 BAKER DISTRIBUTING COMPANY  
 PARKER LUMBER  
 NORTHERN TOOL AND EQUIPMENT  
 CARRIER ENTERPRISE LLC  
 FUNCTION 4 LLC  
 COTTON CARGO

MAINTENANCE-MID COUNTY

MOTION INDUSTRIES, INC.  
 ACE IMAGEWEAR  
 SHERWIN-WILLIAMS  
 FRED MILLER'S OUTDOOR EQUIPMENT LLC  
 FUNCTION 4 LLC

SERVICE CENTER

ACTION AUTO GLASS  
 SPIDLE & SPIDLE  
 J.K. CHEVROLET CO.  
 THE MUFFLER SHOP  
 MUNRO'S  
 PHILPOTT MOTORS, INC.  
 RITTER @ HOME  
 JEFFERSON CTY. TAX OFFICE  
 PETROLEUM SOLUTIONS, INC.  
 BUMPER TO BUMPER  
 ROBERT'S TEXACO XPRESS LUBE  
 AMERICAN TIRE DISTRIBUTORS  
 MIGHTY OF SOUTHEAST TEXAS  
 EASTEX PRESSURE WASHERS  
 FUNCTION 4 LLC  
 THIS GUYS TOOLS, LLC

VETERANS SERVICE

OFFICE DEPOT

NAME	AMOUNT	CHECK NO.	TOTAL
	60.12	464345	9,646.84*

	41.73	464083
	119.56	464084
2,	615.37	464093
12,	467.88	464101
2,	072.75	464106
	989.43	464118
3,	333.55	464119
	251.42	464134
	600.25	464149
5,	371.33	464161
	212.98	464167
6,	222.81	464175
	186.00	464188
2,	835.00	464225
1,	167.99	464228
1,	646.31	464272
	732.70	464283
19,	243.80	464286
	113.22	464299
	248.00	464306
	885.74	464312
	19.41	464331

61,377.23\*

	718.72	464102
	95.00	464105
	995.26	464139
	133.82	464161
8,	774.98	464170
	61.92	464175
	484.92	464215
2,	984.29	464228
	34.43	464273
	286.84	464282
	252.70	464299
	38.82	464331
	562.50	464367

15,424.20\*

	288.00	464141
	35.08	464167
	419.60	464168
	299.95	464312
	19.41	464331

1,062.04\*

5,	893.80	464090
	669.56	464126
	105.00	464143
	48.07	464144
	582.88	464154
	453.10	464159
	7.50	464202
	309.00	464233
1,	128.27	464235
	49.00	464262
	914.48	464263
1,	930.09	464280
	396.00	464285
	19.41	464331
	228.50	464361

13,256.41\*

	188.56	464149
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NAME

AMOUNT CHECK NO. TOTAL

UNITED STATES POSTAL SERVICE  
 UNITED STATES POSTAL SERVICE  
 HILARY GUEST  
 FUNCTION 4 LLC

11.22 464205  
 3.35 464206  
 213.20 464223  
 66.56 464331

482.89\*  
 476,676.08\*\*

MOSQUITO CONTROL FUND

ADAPCO, INC.  
 JACK BROOKS REGIONAL AIRPORT  
 MUNRO'S  
 RITTER @ HOME  
 SANITARY SUPPLY, INC.  
 UNITED PARCEL SERVICE  
 FASTENAL  
 LARRY'S REFRIGERATION  
 PARKER LUMBER  
 RELADYNE  
 FUNCTION 4 LLC  
 TARGET SPECIALTY PRODUCTS  
 PRO PEST AND LAWN STORE  
 VACUUM CITY & UNIQUE GIFTS  
 O'REILLY AUTO PARTS  
 NUTRIEN AG SOLUTIONS, INC  
 CY-FAIR TIRE  
 JOHNSTON AIRCRAFT SERVICE INC  
 ANTONETTE WHEELER

388.31 464087  
 317.91 464127  
 115.46 464144  
 449.99 464159  
 423.11 464161  
 13.57 464186  
 272.89 464195  
 142.50 464201  
 459.99 464273  
 466.81 464302  
 19.41 464331  
 11,735.28 464336  
 5,346.00 464339  
 131.88 464344  
 108.98 464352  
 4,676.40 464362  
 52.00 464365  
 10,900.00 464366  
 64.00 464370

36,084.49\*\*

FEMA EMERGENCY

SPIDLE & SPIDLE  
 CHUCK'S WRECKER SERVICE  
 M&D SUPPLY  
 MOTION INDUSTRIES, INC.  
 OFFICE DEPOT  
 WHITE REPROGRAPHICS  
 LOWE'S HOME CENTERS, INC.  
 BUMPER TO BUMPER  
 MARTIN PRODUCT SALES LLC  
 ADVANCE AUTO PARTS  
 CRAIG TURNER  
 COLIN'S KITCHEN LLC  
 O'REILLY AUTO PARTS

4,001.10 464091  
 350.00 464100  
 75.96 464135  
 123.77 464142  
 20.54 464150  
 191.40 464187  
 970.79 464216  
 1,098.68 464236  
 24,382.00 464248  
 110.54 464293  
 305.51 464298  
 1,959.78 464318  
 83.17 464353

33,673.24\*\*

FAMILY GROUP CONFERENCING

FUNCTION 4 LLC

19.41 464331

19.41\*\*

J.C. FAMILY TREATMENT

1,277.50 464321

1,277.50\*\*

PATRICIA PETERS

SECURITY FEE FUND

OFFICE DEPOT

267.18 464149

267.18\*\*

LAW LIBRARY FUND

LEXISNEXIS MATTHEW BENDER  
 FUNCTION 4 LLC1,167.89 464218  
 19.41 464331

1,187.30\*\*

EMPG GRANT

COLIN'S KITCHEN LLC

148.20 464318

148.20\*\*

JUVENILE PROB &amp; DET. FUND

DELL MARKETING L.P.  
 JOLEI SHIPLEY  
 TRUECORE BEHAVIORAL SOLUTIONS LLC

617.63 464107  
 300.00 464232  
 10,062.60 464348

10,980.23\*\*

GRANT A STATE AID

PGM: GMCOMMV2

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NAME

AMOUNT

CHECK NO.

TOTAL

YOUTH ADVOCATE PROGRAM

14,717.50

464255

14,717.50\*\*

COMMUNITY SUPERVISION FND

OFFICE DEPOT

SAM HOUSTON STATE UNIVERSITY  
UNITED STATES POSTAL SERVICE  
UNITED STATES POSTAL SERVICE  
JCCSC28.60  
260.00  
125.31  
217.10  
69.00464149  
464160  
464205  
464206  
464278

JEFF. CO. WOMEN'S CENTER

700.01\*\*

ISI COMMERCIAL REFRIGERATION

JERRY JOHNSON

M&amp;D SUPPLY

KIM MCKINNEY, LPC, LMFT

OFFICE DEPOT

SYSCO FOOD SERVICES, INC.

PETTY CASH - RESTITUTION I

CDW COMPUTER CENTERS, INC.

BEN E KEITH FOODS

ATTABOY TERMITE &amp; PEST CONTROL

ROCHESTER ARMORED CAR CO INC

MATERA PAPER COMPANY INC

SPOK INC

GLOBAL TEL\*LINK CORP

FUNCTION 4 LLC

322.22  
206.37  
188.92  
75.00  
101.84  
2,579.58  
156.65  
94.99  
2,570.73  
45.00  
123.36  
309.90  
16.50  
1,000.00  
38.82464125  
464129  
464134  
464136  
464149  
464177  
464190  
464196  
464231  
464267  
464277  
464296  
464309  
464310  
464331

7,829.88\*\*

MENTALLY IMPAIRED OFFEND.

SAM HOUSTON STATE UNIVERSITY

260.00

464160

260.00\*\*

COMMUNITY CORRECTIONS PRG

FUNCTION 4 LLC

24.96

464331

24.96\*\*

DRUG DIVERSION PROGRAM

OFFICE DEPOT

PAMELA G. STEWART

SAM'S CLUB DIRECT

FUNCTION 4 LLC

848.50  
7.00  
78.32  
22.19464149  
464176  
464288  
464331

956.01\*\*

CRIME VICTIMS CLEARING.

KIMBERLY PHELAN, P.C.

500.00

464242

500.00\*\*

LAW OFFICER TRAINING GRT

CASH ADVANCE ACCOUNT

895.90

464128

895.90\*\*

COUNTY CLERK - RECORD MGT

CASH ADVANCE ACCOUNT

2,250.63

464128

2,250.63\*\*

COUNTY CLK RECORDS ARCHIV

MANATRON

Kofile Technologies Inc

61,709.42  
25,000.00464254  
464284

86,709.42\*\*

COUNTY RECORDS MANAGEMENT

TEXAS STATE HISTORICAL ASSOCIATION

TEXAS HISTORICAL FOUNDATION

60.00  
45.00464181  
464182

105.00\*\*

UNCLAIMED FUNDS MGMT FUND

KARLY LIN HAVARD

50.55

464369

50.55\*\*

J.P. COURTROOM TECH. FUND

SOUTHERN COMPUTER WAREHOUSE

514.62

464095

514.62\*\*

HOTEL OCCUPANCY TAX FUND

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AMOUNT CHECK NO. TOTAL

SCIENCE ENGINEERING, INC.	1,526.00	464086	
TIME WARNER COMMUNICATIONS	120.58	464179	
TRI-CITY COFFEE SERVICE	53.55	464184	
LA RUE ROGEAU	265.43	464252	
COUNTY HOME AND RANCH LP	49.95	464281	
FUNCTION 4 LLC	87.36	464331	
TRENT BURROWS	36.54	464335	
VICTORIA RHODES	83.46	464371	
			2,222.87**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	38.82	464331	
CAPITAL PROJECTS FUND			38.82**
DRAINAGE DISTRICT # 6	7,000.00	464109	
LJA ENGINEERING INC	3,855.75	464287	
			10,855.75**
AIRPORT FUND			
LOUIS' YAZOO SALES & SERVICE, LLC	1,689.40	464133	
NOACK LOCKSMITH	6.00	464145	
RED RIVER SPECIALITIES	5,847.50	464157	
BUBBA'S AIR CONDITIONING	93.75	464191	
LOWE'S HOME CENTERS, INC.	132.06	464215	
UNIFIRST HOLDINGS INC	182.56	464268	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	338.73	464304	
FUNCTION 4 LLC	38.82	464331	
TITAN AVIATION FUELS	17,725.51	464356	
STIS INC	5,630.00	464363	
CY-FAIR TIRE	380.00	464365	
			32,064.33**
SE TX EMP. BENEFIT POOL			
HOLMES MURPHY	13,750.00	464239	
EXPRESS SCRIPTS INC	60,310.62	464342	
			74,060.62**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	9,682.12	464238	
			9,682.12**
SHERIFF'S FORFEITURE FUND			
ORANGE COUNTY ASSOCIATION FOR	400.00	464193	
4IMPRINT, INC.	876.99	464212	
CREATIVE PRODUCT SOURCING	1,484.64	464251	
THE MONOGRAM SHOP	236.00	464334	
			2,997.63**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	13,712.00	464061	
CLEAT	306.00	464062	
JEFFERSON CTY. TREASURER	14,671.92	464063	
RON STADTMUELLER - CHAPTER 13	339.81	464064	
INTERNAL REVENUE SERVICE	208.00	464065	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,200.00	464066	
JEFFERSON CTY. COMMUNITY SUP.	8,553.12	464067	
JEFFERSON CTY. TREASURER - HEALTH	528,442.42	464068	
JEFFERSON CTY. TREASURER - PAYROLL	1,962,192.74	464069	
JEFFERSON CTY. TREASURER - PAYROLL	722,239.32	464070	
MONY LIFE INSURANCE OF AMERICA	100.34	464071	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,037.67	464072	
JEFFERSON CTY. TREASURER - TCDRS	743,863.93	464073	
JEFFERSON COUNTY TREASURER	2,650.34	464074	
JEFFERSON COUNTY - TREASURER -	6,833.81	464075	
NECHES FEDERAL CREDIT UNION	40,526.60	464076	
JEFFERSON COUNTY - NATIONWIDE	56,310.68	464077	
FMS DMS PIONEER	286.52	464078	
JOHN TALTON	715.38	464079	
BELINDA M ZURITA	230.77	464080	
INVESCO INVESTMENT SERVICES, INC	1,544.99	464081	
TRELLIS COMPANY	802.68	464082	
			4,110,769.04**
DISTRICT CRT RECORDS TECH			

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NAME

AMOUNT

CHECK NO.

TOTAL

DATA BANK IMX LLC

9,925.00

464322

9,925.00\*\*

MARINE DIVISION

OFFICE DEPOT  
SETZER HARDWARE, INC.  
SIERRA SPRING WATER CO. - BT  
THE DINGO GROUP-PETE JORGENSEN MARI  
GALLS LLC116.60  
145.45  
38.65  
13,244.13  
88.00464149  
464165  
464207  
464256  
464314

13,632.83\*\*

SHERIFF - COMMISSARY

KOMMERCIAL KITCHENS

16,985.00

464132

16,985.00\*\*  
5,009,254.64\*\*\*

**Special, October 04, 2019**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, October 04, 2019