

*Notice of Meeting and Agenda and Minutes  
October 15, 2019*

**SPECIAL, 10/15/2019 10:30:00 AM**

BE IT REMEMBERED that on October 15, 2019, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS**  
**October 15, 2019**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **15th 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:

9:30 a.m.-WORKSHOP- To receive information from Holly Borel and Heather Champion of the Spindletop Center.

10:00 a.m. - Closed session Pursuant to Texas Government Code Section 551.074 and 551.0745 to consider personnel matters.

**INVOCATION: Brent A. Weaver, Commissioner, Precinct Two**

**PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three**

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**PURCHASING:**

1. Consider and approve specifications for Invitation for Bid (IFB 19-037/YS), Automobile Rental Concessions at the Jack Brooks Regional Airport.

**SEE ATTACHMENTS ON PAGES 10 - 55**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Consider and approve specifications for Invitation for Bid (IFB 19-056/YS), Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County.

**SEE ATTACHMENTS ON PAGES 56 - 95**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and approve award, execute, receive and file Service Agreement for Request for Proposal (RFP 18-049/YS), Security Personnel Services for Jefferson County with Allied Universal Security Services.

**SEE ATTACHMENTS ON PAGES 96 - 181**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

4. Consider and approve, execute, receive and file a Purchase Agreement for the purchase of twenty (20) burial spaces in accordance with (IFB 18-036/YS), Term Contract for Indigent Burial Plots for Jefferson County with Claybar Haven of Rest Cemetery. The purchase price is \$305.00 each, for a total of \$6,100.00.

**SEE ATTACHMENTS ON PAGES 182 - 184**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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5. Consider and approve, execute, receive and file an Agreement with Jefferson County Sheriff's Office and Trans Union Risk and Alternative Data Solutions., Inc. (TRADS), for Search Engine Access for a period of 12 months beginning October 1, 2019, for an amount of \$575.00/month.

**SEE ATTACHMENTS ON PAGES 185 - 186**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

6. Consider and approve, execute, receive and file Change Order No. 3 for (IFB 17-043/JW), Siphon Control Structures at Oilcut Ditch and Salt Bayou at the Gulf Intracoastal Waterway for Jefferson County with BDS Constructors, LLC dba MK Constructors for an increase of (12) working days due to flooding caused by Tropical Storm Imelda (September 19 - 30, 2019); bringing the total number contract working days from (130) days up to (142) days. This change order does not change the total cost of the project. This project is funded by grants from the National Fish and Wildlife Foundation (NFWF) and the North American Wetlands Conservation Act (NAWCA). Any construction cost not covered by these two grants will be funded from the County's settlement with BP.

**SEE ATTACHMENTS ON PAGES 187 - 187**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

7. Consider and approve, execute, receive and file Change Order No. 1 for (JOC 19-045/DC) SpawGlass Building Service for the removal and replacement of (20) windows with impact-rated glass at the Jack Brooks Regional Airport Jerry Ware Terminal, 2nd Floor for additional labor for wood demolition in office area in the amount of \$2,556.00, bringing the total amount to \$77,585.00. This is in accordance with BuyBoard Contract 520-ez1QC. Funding from the Rebuild Texas Fund.

**SEE ATTACHMENTS ON PAGES 188 - 188**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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8. Consider and approve a discretionary exemption as authorized by Local Government Code 262.024 (a)(11) vehicle and equipment repairs, to the Intercontinental Jet Service Corp. for two (2) engine and propeller removals, reinstallation, and final engine rigging for the Sheriff's Aviation Division Mitsubishi MU-2 Aircraft, for an estimated cost of up to \$224,593.00.

**SEE ATTACHMENTS ON PAGES 189 - 190**

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

**CONSTABLE PRECINCT 1:**

9. Consider and possibly approve the appointment of Clint Aslin and Casandra Spann as Reserve Deputy Constables with Precinct 1 in accordance with Local Government Code 86.011.

**SEE ATTACHMENTS ON PAGES 191 - 191**

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

**COUNTY AGRILIFE EXTENSION:**

10. Consider and possibly approve a Proclamation for National 4-H Week.

**SEE ATTACHMENTS ON PAGES 192 - 192**

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

11. Consider and possibly approve a Proclamation for TEEA Week.

**SEE ATTACHMENTS ON PAGES 193 - 194**

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

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**COUNTY AUDITOR:**

12. Consider and possibly approve replacement of flooded 2017 Ford Explorer for Constable Pct.1 with either Ford Explorer or 2019 Chevy Silverado 4WD Crew Cab Truck.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Opposed: County Judge Branick**

**Action: APPROVED**

13. Consider and approve electronic disbursement for \$624.82 to Texas Department of Criminal Justice for October insurance reimbursement.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

14. Consider and approve revised and amended budget for the Title IV-E Legal Services Contract with the Texas Department of Family and Protective Services. Renewal date is 10/1/2019 to 9/30/2020.

**SEE ATTACHMENTS ON PAGES 195 - 208**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

15. Consider and approve the Certified Roll Jurisdiction Summary Resolution for the tax roll for tax year 2019 for Jefferson County.

**SEE ATTACHMENTS ON PAGES 209 - 211**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

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16. Regular County Bills - check #464372 through checks #464657.

**SEE ATTACHMENTS ON PAGES 212 - 223**

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

**COUNTY COMMISSIONERS:**

17. 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 224 - 224**

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

18. Consider and possibly approve a Resolution Authorizing County Grant, Texas Department of Agriculture Home-Delivered Meal Grant Program.

**SEE ATTACHMENTS ON PAGES 225 - 226**

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

19. Consider authorizing the Beaumont Heritage Society to utilize the Historic Courthouse foyer for a mixer/meeting without cost for security expense on November 21, 2019.

**PARTNERS WITH GIGLIO - HAVE BEER AND WINE, NOTHING SOLD**

**Action: TABLED**

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20. Consider, possibly approve and authorize the County Judge to execute an Access Agreement between Jefferson County Precinct 3 and Orion Marine Construction, Inc. for temporary use of a portion of land at the Keith Lake public Boat Ramp.

**SEE ATTACHMENTS ON PAGES 227 - 230**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **ADDENDUMS**

21. Consider, possibly approve, and authorize the County Judge to execute an Application for 2019 Emergency Management Performance Grant (EMPG) to complete and close out the FY 2019 grant year.

**SEE ATTACHMENTS ON PAGES 231 - 231**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **ENGINEERING:**

22. Consider and possibly approve, execute, receive and file revision to the Jefferson County Flood Damage Prevention Order which expands the definition of Substantial Improvement.

**SEE ATTACHMENTS ON PAGES 232 - 232**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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23. Consider and possibly approve the E & M Estates, subdivision of 7.011 acre tract recorded in document no. 200812852 in the P.J. Chiles Survey, A-550, Jefferson County. This plat is located off North China Road in Precinct No.1 and is not within any ETJ. It has met all of our platting requirements.

**SEE ATTACHMENTS ON PAGES 233 - 234**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**VISITORS CENTER:**

24. Consider and possibly approve Jefferson County Tourism Committee Fall 2019 Hotel Occupancy Tax allocation recommendations.

**SEE ATTACHMENTS ON PAGES 235 - 237**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

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



## Jefferson County Purchasing Department

Deborah L. Clark, Purchasing Agent

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

### LEGAL NOTICE

#### Advertisement for Invitation for Bids

October 15, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-037/YS, Automobile Rental Concessions at the Jack Brooks Regional Airport. **Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

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

**BID NAME:** Automobile Rental Concessions at the Jack Brooks Regional Airport  
**BID NO:** IFB 19-037/YS  
**DUE DATE/TIME:** 11:00 AM CT, Wednesday, December 4, 2019  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1st Floor  
 Beaumont, Texas 77701

A non-mandatory pre-bid meeting will be held on Tuesday, October 29, 2019, at 10:00am CST, at the Jack Brooks Regional Airport – Ware Terminal Conference Room, located at 5000 Jerry Ware Drive, Beaumont, Texas 77705.

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

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

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

**Respondents are strongly encouraged to carefully read the entire invitation.**

A handwritten signature of Deborah Clark in black ink, with a faint watermark of the Jefferson County Seal visible in the background.

Deborah Clark  
 County Purchasing Agent  
 Jefferson County, Texas

## IFB 19-037/YS

### Automobile Rental Concessions at the Jack Brooks Regional Airport

**Bids due: 11:00 am CST, Wednesday, December 4, 2019**

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**Bid Submissions:**

Bidder is responsible for submitting:

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

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

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

## Instructions to Bidders

### **1. Bid Submission**

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

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

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

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

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

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

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

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

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

### **3. Courthouse Security**

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

### **4. Preparation of Bids**

The bid shall be legibly printed in ink or typed. The County requests that bid submissions NOT be bound by staples or glued spines.

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

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

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

## 5. Signatures

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

## 6. County Holidays – 2019:

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

## 7. Rejection or Withdrawal

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

## 8. Emergency / Declared Disaster Requirements

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

## 9. Award

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

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

Jefferson County reserves the right to award this contract on the basis of highest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, and/or to reject any or all bids. In the event the highest dollar bidder meeting specifications is not awarded a contract, bidder may appear before the Commissioners' Court and present evidence concerning bidder responsibility after officially notifying the Purchasing Department of the bidder's intent to appear.

#### **10. Contract**

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, together with the Concession Agreement, sample, attached as Attachment A. For that reason, all of the terms and conditions of the contract include those contained in this IFB, unless any of the terms and conditions are modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

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

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

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

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

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

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

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

Each change or addendum issued in relation to this IFB document will be on file in the Purchasing Department. In addition, to the extent possible, copies will be emailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

#### **15. Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document.

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

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

## **17. Currency**

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

## **18. Pricing**

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

## **19. Notice to Proceed/Purchase Order**

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

## **20. Certification**

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

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

## **21. Definitions**

“County” – Jefferson County, Texas.

“Concessionaire” – The bidder whose offer is accepted by Jefferson County.

“Premises” - as referred to in the Contract refers collectively to the following:

- Terminal Ticket Counter Space. The ticket counter area, including a private office space, within the terminal building designated for exclusive use by each car rental agency.
- Ready/Return Parking Area. The parking area designated by the County for exclusive use by the car rental agencies for rental car return and storage of rental ready vehicles. The allocation of spaces within the Ready/Return Lot shall be determined by the County as provided in the Contract.

## **22. Minority-Women Owned Business Enterprise Participation**

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

## **General Terms and Conditions of Bidding and Terms of Contract**

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

### **1. Bidding**

#### **1.1. Bids.**

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

#### **1.2. Authorized Signatures.**

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

#### **1.3. Late Bids.**

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

#### **1.4. Withdrawal of Bids Prior to Bid Opening.**

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

#### **1.5. Withdrawal of Bids after Bid Opening.**

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

#### **1.6. Exceptions and/or Substitutions.**

All bids meeting the intent of the specifications and plans will be considered for award with no exceptions.

#### **1.7. Bid Alterations.**

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

#### **1.8. Tax Exempt Status.**

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

#### **1.9. Quantities.**

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

#### **1.10. Bid Award.**

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price.

Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and

to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

#### **1.11. Addenda.**

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than November 23, 2019. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid. Bidders must submit questions by close of business (5:00 pm CST) on November 16, 2019.

#### **1.12. General Bid Bond/Surety Requirements.**

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

#### **1.13. General Insurance Requirements.**

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

#### **1.14. Responsiveness.**

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein.

#### **1.15. Responsible Standing of Bidder.**

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

#### **1.16. Proprietary Data.**

Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

#### **1.17. Public Bid Opening.**

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

### **2. Performance**

#### **2.1. Compliance with Federal, State, County, and Local Laws.**

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

### **3. Contract**

#### **3.1. Contract Definition.**

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

#### **3.2. Contract Agreement.**

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, continue for up to a five (5) year period.

#### **3.3. Termination.**

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

#### **3.4. Conflict of Interest.**

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

#### **3.5. Injuries or Damages Resulting from Negligence.**

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

#### **3.6. Interest by Public Officials.**

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

#### **3.7. Warranty.**

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

#### **3.8. Uniform Commercial Code.**

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

**3.9. Venue.**

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

**3.10. Sale, Assignment, or Transfer of Contract.**

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

**3.11. Silence of Specifications.**

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

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

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

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

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

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

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

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

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

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

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

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

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

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

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract

- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

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

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

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

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

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

FORM 1295, Completion Instructions, and Login Instructions are available via the

Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**4. Multiple Vendor Award**

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

**5. Delivery**

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

**6. Payment**

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

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

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

**7. Usage Reports**

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

**8. Insurance**

The contractor (including any and all subcontractors as defined 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
- Public Liability \$1,000,000.00
- Excess Liability \$1,000,000.00
- Property Insurance Improvements & Betterments
- Workers' Compensation Statutory Coverage (see attached)

Concessionaire shall obtain Commercial General Liability insurance, combined single limit, including but not limited to commercial broad form, premises-operations, products / completed operations hazard, contractual liability, broad form property damage, personal injury, and advertising injury growing out of any one accident or other cause in the minimum sum of One Million and No/100 Dollars (\$1,000,000); fire legal liability in the minimum sum of One Hundred Thousand and No/100 Dollars (\$100,000), and Medical Payments in the minimum sum of Five Thousand and No/100 Dollars (\$5,000); Hired and Non-Owned Auto Liability in the Minimum sum of Five Hundred Thousand Dollars and No/100 Dollars (\$500,000); Workers Compensation insurance which complies with the Texas Worker's Compensation Act; Employers Liability Insurance in the minimum sum of Five Hundred Thousand and No/100 Dollars (\$500,000); and adequate Property insurance for insuring their own property and all interest in that property.

Concessionaire shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas satisfactory to the County. All policies shall name the County, its officer, servant, agents and employees as additional insured. Concessionaire shall furnish and effect or shall deposit with County copies of said policies. Each policy or certificate shall contain a provision that written notice of cancellation or any other material change in the policy by the insured shall be delivered to County, thirty (30) days in advance of the effective date thereof.

Jefferson County shall be provided a Waiver of Subrogation on worker's compensation policy.

## Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number: IFB 19-037/YS

### 1. Scope

Bidder shall provide bids for one Automobile Rental Concessions at the Jack Brooks Regional Airport subject to the terms and conditions stated herein beginning on or about December 2, 2019, and will continue for a five (5) year period.

Any Rental Car Company operating at the Jack Brooks Regional Airport must be in good standing prior to placing a bid.

The County reserves the right to waive bid informalities, and to reject any or all bids, and to award to the bidders making the offers most beneficial to the County. Concession agreements will be entered into with the best bidder.

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

Refer questions of a commercial nature to Yea-Mei Sauer, Contract Specialist, at 409-835-8593, or via email at [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us) and questions of a technical nature to Alex Rupp, Airport Manager, Jack Brooks Regional Airport at 409-719-4900 or via email at [arupp@co.jefferson.tx.us](mailto:arupp@co.jefferson.tx.us) Set up and operation of booths shall be at the sole expense of the successful bidder.

Rental Car Parking:

Rental car parking shall be awarded according to the ranking of bidders.

The Rental Car Parking Lot contains 141 parking spaces:

- 16 Spaces are designated for Terminal Employee Parking
- 14 Spaces are designated for Overflow (to be used by any terminal tenant/employee)
- 76 Spaces are designated for AVIS Rental Car Parking
- 35 Spaces are designated for other Rental Car Parking

Successful bidders will be required to clearly identify their parking spaces as assigned. Negotiations will be required for additional parking spaces required outside of the assigned parking spaces.

Currently, Avis has 76 designated spaces and Hertz has 35 designated spaces in the Rental Car Parking Lot.

Successful bidders shall comply with the concession agreement, Attachment "A," attached. Successful bidders shall provide a national credit card system and a rental reservation system.

Any bidder, currently operating at the Jack Brooks Regional Airport, wishing to join office/counter space with a sister company, whole or in part owned by said bidder, is allowed to do so upon Airport Director approval.

### 2. Schedule

October 15, 2019	Invitation for Bid to be released
October 29, 2019	Pre-bid meeting held at the Jerry Ware GA Terminal Conference Room
November 16, 2019	Final day for written questions from potential bidders
December 4, 2019	Bids are due.

### 3. Marketing and Traffic Data

The airport is presently served by American Airlines providing air service to Dallas Fort Worth International Airport via CRJ140/145s.

#### Jack Brooks Regional Airport Passenger Count

	Enplanements	Deplanements	Total
2012	5,638	5,356	10,994
2013	34,090	33,690	67,780
2014	36,605	35,340	71,945
2015	33,606	33,647	67,253
2016	26,375	27,149	53,524
2017	23,930	23,485	47,415
2018	26,077	25,147	51,224
	186,321	183,814	370,135

\*\*2018 Figures are projected thru the end of the year.

### 4. Flight Schedules

The following table shows the current and anticipated arrival/departure schedules of the airlines current serving Jack Brooks Regional Airport.

Beginning Oct 5, 2019

	Depart BPT	Arrive DFW		Depart DFW	Arrive BPT
1	6:20 AM	7:40 PM	2	10:30 AM	11:50 AM
3	12:20 PM	1:40 AM	4	2:35 PM	3:55 PM
5	4:20 PM	5:40 PM	6	8:45 PM	10:10 PM

## 5. Execution of Bid Form

Bids shall be made only on the bid form accompanying these instructions. No telegraphic, faxed, or modified bid form will be considered.

If the bid is made by a partnership, the name of each partner shall be printed or typewritten and it shall be executed in the name of the partnership followed by the signature of an authorized partner. If the bid is made by a joint venture, it shall be executed by each participant of the joint venture and shall be accompanied by a copy of the joint venture agreement.

The address of the bidder shall be typed or printed on the bid form.

## 6. Incomplete Bids

Bids that are incomplete or are conditioned in any way, or which contain erasures or alterations, may be rejected as incomplete.

## 7. Basis of Award

Contract award will be based on the best bid as determined by the County Purchasing Agent as follows:

- Total Minimum Annual Guarantee (MAG), sum of all (5) five years.
- Total Annual Parking

For purposes of this IFB, bidders will be ranked, highest to lowest, according to their proposed MAG. This ranking will determine the successful bidder who shall select the counter space available at the terminal and parking spaces, giving consideration to existing counter and parking spaces currently occupied.

A successful bidder currently operates at the Airport, that operator may retain its existing counter location.

A diagram showing the location of the agencies currently operating at the Airport is attached as Exhibit B "Terminal Floor Plan".

There are four (4) total counter spaces, two (2) of which are leased to non-rental car tenants, one is currently leased to AVIS.

## 8. Other Proposer Criteria

Concessionaire may operate a rental car business under up to two brand names within the Leased Premises at no additional charge. If the Lessee desires to operate with more than one brand name, it must provide advanced written notice in the bid documents to the Airport Director of the brand names it intends to operate and display within the Leased Premises. Those wishing to dual brand must bid for and work from a single counter, utilizing a single ready and return area. Dual branding will only be permitted for those who bid dual brands under this bid. If dual brands are bid, the minimum annual guarantee and gross receipts/gross revenue as identified in the sample agreement will include the combined figures for both brands.

## 9. Disposition of Existing Facilities

A car rental agency currently operating at the Airport will be required to remove its personal property, including above-ground fuel storage facilities and equipment, if it does not propose or is an unsuccessful bidder.

The current operator whose space will be taken over by a successful bidder will not be required to remove its personal property if the successful bidder who will be taking over that space acquires that personal property from the current operator.

The successful bidder who is not currently operating at the Airport will be required, in a separate agreement, to install its own facilities, including counter inserts, fuel tanks, and fuel pumping facilities.

The unsuccessful bidder will not be required to sell its property to the successful bidder and the County will not be involved in any negotiations between the successful bidder and the unsuccessful bidder.

## **10. Disadvantaged Business Enterprises (DBE) Participation Goals**

It is the policy of the County to require the inclusion of firms owned and controlled by minorities or women in contract awards and projects whenever feasible. This policy is consistent with the administrative mandate set out by the United States Department of Transportation in Part 23 Code of Federal Regulations, Title 49. County will ensure that all information is complete and accurate and adequately documents the bidder's good faith efforts before the County commits to the Concession Agreement with the bidder. Article XXVI of the Concession Agreement outlines the Airport Concession DBE Requirements.

## Bidder Information Form

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

**Bid Name & Number:** Automobile Rental Concessions at the Jack Brooks Regional Airport  
IFB 19-037/YS

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

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

## Offer to Contract

**IFB 19-037/YS**

## Automobile Rental Concessions at the Jack Brooks Regional Airport

## To Jefferson County:

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

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

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

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

For clarification of this offer, contact:

Company Name

## Address

---

Name

City

## State

Zip

Phone

Fax

**Signature of Person Authorized to Sign**

E-mail

Printed Name

---

## Title

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

## Acceptance of Offer

IFB 19-037/YS

Automobile Rental Concessions  
at the Jack Brooks Regional Airport

The Offer is hereby accepted for the following items: **Automobile Rental Concessions at the Jack Brooks Regional Airport. Contract Term: One (1) Five (5) year period.**

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

This contract shall henceforth be referred to as Contract No. **IFB 19-037/YS, Automobile Rental Concessions at the Jack Brooks Regional Airport.** The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

---

Jeff R. Branick  
County Judge

Date

---

Carolyn L. Guidry  
County Clerk

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

## Bid Form

	Monthly Amount (MAG / 12)	Minimum Annual Guarantee (MAG)
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
<b>Total Five Year MAG</b>		
<b>Rental Car Parking:</b> Number of Parking Spaces Bid: (Min 35 / Max 35)	Number of Spaces 35	Annual Parking (Spaces x \$108) \$3,708.00
Rental Truck / Moving Truck Number of Parking Spaces Bid: (Min 3 Space per Truck)		
<b>Car Wash Area</b> Car Wash Area 1 (Min \$3,240 Yr)	Mark X	Annual Amount
<b>TOTAL BID AMOUNT</b>		

**Parking Spaces:**

The minimum amount of parking spaces bidders are required to bid on is 35 with a minimum rate of \$9.00 per month (\$108 per year) per parking space. Maximum number of spaces is 35. If more spaces are required than available in the Rental Car Parking Lot, successful bidders can negotiate separately with Airport outside of the bid.

**Fixed Cost Note:**

A charge for 192 square feet of Terminal Office/Counter space, at a rate of \$24.00 per square foot per annum (\$384.00 month) will be part of the contract.

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

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

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

## Signature Page

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

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

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

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

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

---

Bidder (Entity Name)

---

Signature

---

Street & Mailing Address

---

Print Name

---

City, State, & Zip

---

Date Signed

---

Telephone Number

---

Fax Number

---

E-mail Address

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

## Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>
		Date Received
<p><b>1</b> <b>Name of vendor who has a business relationship with local governmental entity.</b></p>		
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> <b>Name of local government officer about whom the information in this section is being disclosed.</b></p> <p style="text-align: center; margin-top: 10px;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">Date</p>		

Adopted 8/7/2015

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

# Local Government Officer Conflicts Disclosure Statement

## OFFICE USE ONLY

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		
<p>1 Name of Local Government Officer</p>		<b>OFFICE USE ONLY</b>
<p>2 Office Held</p>		Date Received
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>		
<p>4 Description of the nature and extent of employment or other business relationship with vendor named in item 3</p>		
<p>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>		
<p>6 AFFIDAVIT</p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p>	<hr style="width: 20%; margin-left: auto; margin-right: 0;"/> <p style="margin: 0;">Signature of Local Government Officer</p>	
<p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p>		
<p>Signature of officer administering oath</p>	<p>Printed name of officer administering oath</p>	<p>Title of officer administering oath</p>

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

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

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

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

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

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

**If “No” was selected, please explain and include any pertinent documentation with your bid.**

**If necessary, please use a separate sheet to answer the above questions.**

---

Printed Name of Authorized Representative

---

Signature

---

Title

---

Date

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

## Notice of Intent (NOI)

### to Subcontract with Historically Underutilized Business (HUB)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Printed Name of Contractor  
 Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

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

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

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

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

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

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

Prime Contractor:

HUB:  Yes  No

HUB Status (Gender & Ethnicity):

Address:

Street

City

State

Zip

Phone (with area code):

Fax (with area code):

Project Title & No.:

IFB/RFP No.:

Total Contract: \$

Total HUB Subcontract(s): \$

Construction HUB Goals: 12.8% MBE::

%

12.6% WBE:

%

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.

Use these goals as a guide to diversify.

---

## FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information

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

Initials: \_\_\_\_\_

---

## PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor

Name:

HUB Status (Gender & Ethnicity):

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

Address:

Street

City

State

Zip

Contact person:

Title:

Phone (with area code):

Fax (with area code):

Proposed Subcontract Amount: \$

Percentage of Prime Contract:

%

Description of Subcontract Work to be Performed:

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

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

## HUB SUBCONTRACTOR DISCLOSURE

### PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor  
Name:

HUB Status (Gender & Ethnicity):

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

Address:

Street

City

State

Zip

Contact person:

Title:

Phone (with area code):

Fax (with area code):

Proposed Subcontract Amount: \$

Percentage of Prime Contract:

%

Description of Subcontract Work to be Performed:

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

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

Address:

Street

City

State

Zip

Contact person:

Title:

Phone (with area code):

Fax (with area code):

Proposed Subcontract Amount: \$

Percentage of Prime Contract:

%

Description of Subcontract Work to be Performed:

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

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

# Historically Underutilized Business (HUB)

## Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?

Yes

No

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

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

Subcontractor

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

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

Street

City

State

Zip

Contact person:

Title:

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

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

Proposed Subcontract Amount: \$ \_\_\_\_\_

Percentage of Prime Contract: \_\_\_\_\_

%

Description of Subcontract Work to be Performed:

Subcontractor

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

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

Street

City

State

Zip

Contact person:

Title:

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

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

Proposed Subcontract Amount: \$ \_\_\_\_\_

Percentage of Prime Contract: \_\_\_\_\_

%

Description of Subcontract Work to be Performed:

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

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

**PAGE 4 OF 4**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Residence Certification/Tax Form**

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

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

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

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

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

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

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

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

## Local Government Code Section 2252.001

### GOVERNMENT CODE

#### TITLE 10. GENERAL GOVERNMENT

##### SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

###### CHAPTER 2252. CONTRACTS WITH GOVERNMENTAL ENTITY

###### SUBCHAPTER A. NONRESIDENT BIDDERS

Sec. 2252.001. DEFINITIONS. In this subchapter:

- (1) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- (2) "Governmental entity" means:
  - (A) the state;
  - (B) a municipality, county, public school district, or special-purpose district or authority;
  - (C) a district, county, or justice of the peace court;
  - (D) a board, commission, department, office, or other agency in the executive branch of state government, including an institution of higher education as defined by Section 61.003, Education Code;
  - (E) the legislature or a legislative agency; or
  - (F) the Supreme Court of Texas, the Texas Court of Criminal Appeals, a court of appeals, or the State Bar of Texas or another judicial agency having statewide jurisdiction.
- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

## **Bid Affidavit**

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

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

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

on this day personally appeared \_\_\_\_\_, who

(name)

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

“I, \_\_\_\_\_ am a duly authorized officer of/agent

(name)

for \_\_\_\_\_ and have been duly authorized to execute the

(name of firm)

foregoing on behalf of the said \_\_\_\_\_.

(name of firm)

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

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

\_\_\_\_\_

Fax: \_\_\_\_\_ Telephone#: \_\_\_\_\_

by: \_\_\_\_\_

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

(print name)

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

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for

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

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

## Attachment A: Sample Contract

### ***Actual Terms will be negotiated upon Award***

THE STATE OF TEXAS

COUNTY OF JEFFERSON

ATTACHMENT A

CONCESSION AGREEMENT

This Concession Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201X, by and between Jefferson County, a political subdivision of the State of Texas (hereinafter referred to as "County") and \_\_\_\_\_ authorized to do business in the State of Texas (hereinafter called "Concessionaire" or "Lessee"). For the sake of other provisions contained herein, contract year shall refer to each twelve (12) month period beginning on DBO (or a subsequent anniversary date).

#### **WITNESSETH**

WHEREAS, County is the owner of the Jack Brooks Regional Airport, (hereinafter called "Airport") and, WHEREAS, Concessionaire is one of the four successful bidders,

NOW, THEREFORE, the parties for and in consideration of their mutual promises and covenants agrees as follows:

#### **ARTICLE I - Term**

The contract commences January 1, 2019 and terminates December 31, 2023, sixty (60) months after the commencement date.

If lessee shall hold over and remain in possession of the Leased Premises after the expiration of the Term specified herein, such possession by Lessee shall be deemed to be a month-to-month tenancy that is terminable immediately on written notice delivered at any time by either party. During any such month-to-month tenancy, Lessee shall pay all the fees, charges, and annual guarantees required by this Agreement. All provisions of this Agreement except those pertaining to Term shall apply to said month-to-month tenancy.

#### **ARTICLE II - Concession Rights Granted**

County grants to Concessionaire the right to operate the concession at the Airport as shown in Exhibits "A" and "B". This concession shall be one (1) of two (2) similar concessions.

Concessionaire shall not use, operate or permit to be installed coin operated vending machines of any type or for any purpose within the concession areas. This concession is for an automobile rental business.

Concessionaire in its efforts to comply with the requirements applicable to its customers under the Payment Card Industry Data Security Standard, shall under no circumstances be required to use any network other than its own private network, to ensure that its customers' credit card information is not compromised.

#### **ARTICLE III - Premises**

Concessionaire is authorized to occupy for the term of this contract and for the operation of the concession, the following areas:

- a) Counter and Administrative Area: One of four (4) Counter and administrative areas, consisting of approximately 192 square feet each, as shown on Exhibit B.

- b) **Parking Areas:** Concessionaire shall have the right to the exclusive use of the parking area for **XX** spaces each as designated on Exhibit A. **[Number of spaces and location determined by successful bid.]**
- c) **Car Wash Facilities:** One car wash – ready return areas, as shown on Exhibit D.

#### **ARTICLE IV - Exclusive Concessions**

Concessionaire shall use the areas for purposes of providing rental car service or taking reservations for such services at other locations where automobile rental services are furnished by Concessionaire. Incident thereto, Concessionaire shall be entitled to sell personal accident insurance.

#### **ARTICLE V - Fees, Charges and Rental**

As a consideration for County granting the concession right hereinabove set forth, Concessionaire shall pay to the County, on a monthly basis for each contract year, either ten percent (10%) of the Monthly Gross Revenue received by Lessee for the operation of the Airport car rental concession under this agreement from users generated by the Airport, or a payment of one-twelfth (1/12) of the Minimum Annual Guarantee (MAG), as specified in the bid for the operation of the concession under this agreement, whichever amount is greater. Refer to attached bid sheet, Exhibit D, with Lessee's MAG as bid for each contract year.

During the contract, the term "users generated by the Airport" shall mean those customers, who do not reside in the local community and or could be reasonably assumed to patronize said rental car business from the direct service of the airlines serving the airport. It will be the responsibility of the concessionaire to provide sufficient documentation, upon request, to substantiate concessionaire's calculation.

During the contract, the term "gross revenue" shall mean the sums derived from time and mileage charges, after discounts, for the rental of automobiles hereunder without regard to the manner in which, or place in which, Concessionaire has received the order for the automobile and regardless as to whether the cars are returned to the airport or some other location; provided, however, "gross revenue" shall only include that portion of time and mileage charges which are actually credited to Concessionaire's Jack Brooks Regional Airport Operation for the rental of "foreign vehicles" at and from said Airport. "Foreign vehicles" are vehicles not assigned to (1) Concessionaire's Beaumont/Port Arthur fleet, or (2) in the case of Concessionaire which also operates rental car service at the City of Houston Airport, Concessionaire's Houston zone fleet.

"Gross revenue" shall not include the amount of any Federal, State or Municipal sales or other similar taxes separately stated and collected from customers of Concessionaire now or hereinafter levied or imposed, nor any sums received as insurance or otherwise for damage to automobiles or other property of Concessionaire, or for loss, conversion or abandonment of such automobile, nor amounts paid by customers of Concessionaire separately billed as additional charges for waiver by Concessionaire of its rights to recover from customers for damages to the vehicles rented or as refueling reimbursement charges, nor any sums received by reason of Concessionaire's disposal of capital assets and/or trade fixtures.

The Concessionaire shall have the right to conduct part of its operations on a credit basis provided, however, the risk of such operation shall be borne solely by the Concessionaire. The Concessionaire, for the purpose of its rentals, shall report both cash and credit sales of its monthly gross revenue statement. Unless specifically mentioned above, all other revenues are excluded.

#### **Itemized:**

- a) **Counter and Administrative Space:** A charge for approximately 192 square feet of counter and administrative space, at the rate of \$24.00 per square foot per annum (\$4,608 annual or \$384 monthly) shown on Exhibit B
- b) **Rental Car Parking Lot:** A charge of **\$XXX.XX** per month **[determined by bid: number of spaces bid x minimum monthly rate per space]** for the parking space shown on Exhibit A. If a designated

overflow parking lot is requested, contact the Airport Director to negotiate scope, terms, and consideration.

- c) **Rental/Moving Trucks:** Rental trucks, or "trucks for hire", if such are kept on Airport property, will be stored in an area designated by the Airport Director. A charge of **\$XXX.XX** per month [**determined by bid: number of spaces bid x minimum monthly rate per space**] for the parking space shown on Exhibit A. At no time will the rate per space be less than **\$X.XX** per month. Since the rental/moving trucks take up approximately three (3) spaces per truck, each truck will have a minimum of 3 spaces each.
- d) **Car Wash #1 Facility:** A charge of **\$XXX.XX** per month [**determined by bid: number of spaces bid x minimum monthly rate per space**] for the car wash facility **Car Wash #1** as shown on Exhibit C. At no time will the rate per space be less than **\$X.XX** per month.

Rentals are payable on or before the 20th day following the end of each calendar month, throughout the term of this agreement. Concessionaire shall furnish the County a report for Concessionaire's gross revenue during the preceding calendar month, and shall simultaneously pay County the as specified percentage of gross revenue. At the close of the contract year, if the specified percentage has not been paid, the difference between what has been paid and the specified percentage shall be paid. In the event, at the close of the calendar year, the concessionaire has made annual payments in excess of the concession fees required during said calendar year, the concessionaire shall be entitled to a refund or credit towards future fees incurred in the amount of the excess. Such refund or credit shall be due to the concessionaire no later than thirty (30) days after concessionaire's written notice to the County of such excess.

All reports of gross revenue and payment of sum due shall be delivered to the Airport Manager at 5000 Jerry Ware Drive, Beaumont Texas, 77705, or the address provided in Article XX, or via email to [mlandry@co.jefferson.tx.us](mailto:mlandry@co.jefferson.tx.us), or to any person or to any other place as may be hereinafter designated, in writing, by the County.

#### **ARTICLE VI – Abatement of MAG (Minimum Annual Guarantee)**

If during the term of this agreement, the number of deplaning passengers for any two consecutive months is less than 80% of the number of deplaning passengers for the corresponding two months of the immediate preceding contract year or of the first contract year a portion of the MAG shall be abated. The amount of the abatement during those months shall be equal to one-twelfth (1/12) of the Minimum Annual Guarantee for each of those months. During the period of abatement, rental car companies will pay 10% of revenue earned based upon the actual activity. The MAG abatement will cease in the first month that the number of deplaning passengers equals or exceeds 80% of deplaning passengers for the corresponding two months of the immediate preceding contact year or of the first contract year.

#### **ARTICLE VII - Entry by Concessionaire**

Concessionaire shall keep his area in good repair and operating condition at its sole cost and expense. Title to all furniture, furnishings, removable fixtures and supplies shall at all times, during the term of this agreement, remain in Concessionaire. Upon the expiration or termination of this agreement, Concessionaire shall remove from the concession area removable property belonging to the Concessionaire within 10 days. Concessionaire shall repair all damage done to the concession area resulting from the removal of such property.

#### **ARTICLE VIII - Service Standards**

Concessionaire agrees:

- a) To furnish good, prompt, and efficient service, adequate to meet all reasonable demands for automobile rental services at the airport on a fair and reasonable basis.
- b) Concessionaire may install, as a facility hereunder, in the premises or at such other place as the parties may agree, a direct line telephone to the office of the nearest office of Concessionaire for

- the purpose of supplying automobile rental service to airport patrons during periods when other automobile rental facilities are closed.
- c) Personnel performing services hereunder shall be uniformed, neat and courteous; and Concessionaire shall require its agents, servants or employees to conduct business in a business-like manner and shall not solicit business outside the space assigned except through the use of signs constructed and maintained in accordance with this agreement. Signs must be approved by Airport Director. Personnel shall park personal vehicles in the Employee Lot or the Concessionaires Lot only.
  - d) Concessionaire shall keep or cause to be kept true, accurate and complete records of business conduct hereunder. Concessionaire agrees that the County shall have the right through its duly appointed auditor to examine such records upon prior written notice of not less than thirty (30) business days for determining the accuracy of such reports. Concessionaire shall keep duplicate invoices of all transactions.
  - e) Concessionaire shall pay when due all expenses in connection with the use of the premises hereunder, including without limitation, taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises for improvements at any time.
  - f) Concessionaire shall keep the premises and all furniture, fixtures, and equipment installed thereon in good order, condition, and repair, reasonable wear and tear and damage by fire and other casualty expected.
  - g) Concessionaire shall clearly identify assigned parking spaces as designated and must get written approval from Airport prior to any modifications or alterations at Airport.

#### **ARTICLE IX - Prohibited Acts**

Concessionaire shall not:

- a) Alter, install, or change exclusive premises, in any way, without written approval from Airport Director prior to such changes;
- b) commit or allow nuisance in its area or at the airport;
- c) cause or permit to be caused any unusual, noxious, or objectionable smokes, gases, vapors, fumes or odors;
- d) use the concession area or any part thereof for sleeping purposes;
- e) interfere with the effectiveness or accessibility of utility heating, ventilating or air-conditioning systems, or interfere with the access and passage to the concession areas where the public area is adjacent thereto;
- f) and allow vehicles to be parked in unauthorized areas.

#### **ARTICLE X - Non-Liability Of County**

The County shall not be liable for any acts or omissions of Concessionaire or an independent contractor. Nor shall the County be liable for any loss of or damage to any personal property, fixtures, or equipment of Concessionaire installed or stored at the airport.

Concessionaire covenants and agrees to hold County free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of the Lessee, his agents, servant, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

#### **ARTICLE XI - Unauthorized Solicitation**

County hereby agrees that it shall protect the rights granted to Concessionaire under this agreement and shall take whatever steps are lawfully allowed to prevent the solicitation or transaction of automobile rental business at the airport by any person or organization other than Concessionaire or other automobile rental concessionaire who have entered into similar agreements with this County. County will not allow a non-concessionaire to install a direct telephone line in competition with Concessionaire.

**ARTICLE XII - Favorable Conditions**

In the event that any contract granted by the County to any other automobile rental operator shall contain any terms and conditions more favorable to such operator than the terms and conditions herein described (other than the number and location of allocated parking spaces and the location of the concession area, etc.), then, at the option of the Concessionaire, this agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other Concessionaire. The intent of this provision is to ensure that Concessionaire will be able to compete on terms as equal as possible with all other automobile rental operators and to ensure that no other Concessionaire shall enjoy any rights or privileges more favorable to such Concessionaire than those enjoyed by the Concessionaire herein.

### **ARTICLE XIII - Insurance**

Concessionaire shall obtain Commercial General Liability insurance, combined single limit, including but not limited to commercial broad form, premises-operations, products / completed operations hazard, contractual liability, broad form property damage, personal injury, and advertising injury growing out of any one accident or other cause in the minimum sum of One Million and No/100 Dollars (\$1,000,000); fire legal liability in the minimum sum of One Hundred Thousand and No/100 Dollars (\$100,000), and Medical Payments in the minimum sum of Five Thousand and No/100 Dollars (\$5,000); Hired and Non-Owned Auto Liability in the minimum sum of Five Hundred Thousand and No/100 Dollars (\$500,000); Workers compensation insurance which complies with the Texas Worker's Compensation Act; Employers Liability Insurance in the minimum sum of Five Hundred Thousand and No/100 Dollars (\$500,000); and adequate Property insurance for insuring their own property and all interest in that property.

Concessionaire shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas satisfactory to the County. All policies shall name County, its officer, servant, agents, and employees as additional insured. Concessionaire shall furnish County with a certificate from the insurance carrier showing such insurance to be in full force and effect or shall deposit with County copies of said policies. Each policy or certificate shall contain a provision that written notice of cancellation or any other material change in the policy by the insured shall be delivered to County, thirty (30) days in advance of the effective date thereof.

Jefferson County shall be provided a Waiver of Subrogation on workers' compensation policy.

### **ARTICLE XIV - Termination by County**

County shall have the right upon ten (10) days prior written notice to Concessionaire to cancel this agreement in its entirety, upon or after the happening of one or more of the following events, if said event shall then be continuing.

- a) Concessionaire shall voluntarily abandon and discontinue its automobile rental service at the airport for a period of thirty (30) consecutive days.
- b) Concessionaire shall fail to pay the fees or other money payments required by instrument and such failure shall not be remedied within thirty (30) days following receipt by Concessionaire of written demand from County to do so.
- c) Concessionaire shall default in fulfilling any of the terms, covenants or conditions to be fulfilled by it hereunder and shall fail to commence with due diligence the remedying of said default within thirty (30) days following receipt by Concessionaire of written demand from County to do so.

In the event of any such cancellation or termination of this agreement by County for any reason specified above, Concessionaire shall have ten (10) days within which to remove all trade fixtures and personal property installed in or upon the demised premises by Concessionaire.

### **ARTICLE XV - Termination by Concessionaire**

Concessionaire shall have the right, upon written notice to County, to terminate or suspend this agreement upon the occurrence of one or more of the following events, if said event or events shall then be continuing:

- a) The issuance by any court of competent jurisdiction of a permanent injunction, order, or decree preventing or restraining the use by Concessionaire of all or part thereof which may be used by Concessionaire and which is necessary for Concessionaire's operation on the airport.
- b) County shall default in fulfilling of the terms, covenants or conditions to be fulfilled by it under this agreement and shall fail to cure said default within thirty (30) days following receipt of written demand from Concessionaire to do so.
- c) All or a material part of the airport or airport facilities shall be destroyed by fire, explosion, earthquake, or casualty, or acts of God or the public enemy.

- d) The United States Government or any of its agencies shall occupy the airport or any substantial part thereof to such an extent as to interfere materially with Concessionaire's operations for a period of thirty (30) consecutive days or more.

Upon written notice to County of termination of this agreement, Concessionaire shall have ten (10) days within which to remove all trade fixtures and personal property installed in or upon the demised premises by Concessionaire.

#### **ARTICLE XVI - View of Concession**

County will not obstruct the view of the public to Concessionaire's counter area.

#### **ARTICLE XVII - Assignment and Subletting**

It is expressly agreed and understood that no assignments or subletting of duties or rights under this agreement may be accomplished without prior written consent and approval of the County. Assignment of duties or rights without written approval and County consent will only be allowed if such assignment is to an affiliate of Concessionaire's Parent Company (operating as an affiliate at the time of this agreement).

#### **ARTICLE XVIII - Approval**

Concessionaire has examined and approved the facilities Concessionaire will occupy.

#### **ARTICLE XIX - Laws of Texas Apply**

Concession agreement and every question arising hereunder shall be construed and determined according to the laws of Texas.

#### **ARTICLE XX - Remedies**

Remedies are non-exclusive. All remedies provided in this agreement shall be deemed cumulative and additional and not in lieu of or exclusive to each other or of any other remedy available to the parties at law or in equity.

#### **ARTICLE XXI - Notices**

Notices under this agreement shall be delivered to the Jack Brooks Regional Airport Manager at 5000 Jerry Ware Drive, Beaumont, Texas 77705 and the Concessionaire at

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#### **ARTICLE XXII - Force Majeure**

In computing the time within which either party is obligated to cure any default as required by this agreement, there shall be excluded all delays due to strikes, lockouts, acts of God, massive civil disobedience, the public enemy or by order of direction or other interference by any municipal, state, federal or other governmental department, board or commission having jurisdiction, or other causes beyond Concessionaire's control.

#### **ARTICLE XXIII - Waiver**

Any waiver of any breach of covenants herein contained to be kept and performed by Concessionaire or County shall not be deemed or considered as a continuing waiver and shall not be operated to bar or prevent Concessionaire or County from declaring a forfeiture for any succeeding breach either of the same, or a different condition or covenant.

## **ARTICLE XXIV - Non-Discrimination**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

## **ARTICLE XXV - Affirmative Action Program**

The Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E. The Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Concessionaire assures that it will require that its covered sub-organizations provide assurance to the County that they similarly will undertake affirmative action programs and that they will require assurance from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

## **ARTICLE XXVI - Airport Concession Disadvantaged Business Enterprise (ACDBE) Requirements**

*Jack Brooks Regional Airport has established a current annual ACDBE goal of 0.31% ACDBE participation for this Concession Agreement.*

This Concession Agreement is a revenue-producing contract awarded to Concessionaire and will result in the provision of goods and services to passengers, patrons, and tenants at the Airport.

Federal law and regulations impose ACDBE goals upon the performance of this Concession Agreement by Concessionaire, and the County and Airport encourage the Concessionaire to voluntarily strive to include significant involvement with ACDBE business enterprises in operations under this Concession Agreement.

In this agreement, ACDBE means Airport Concession Disadvantaged Business Enterprise, as defined in 49 CFR Part 23, and means a concession that is for-profit small business concern (1) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Black Americans, Hispanic Americans, Asian-Pacific Americans and Asian-Indian Americans.

The County will ensure that all information is complete and accurate and adequately documents the bidder's good faith efforts before the County commits to the concession agreement.

The County treats bidder's compliance with good faith effort requirements as a matter of responsibility.

Each Solicitation for which a concession specific goal has been established will require the concessionaires to submit the following information:

- The names and addresses of ACDBE forms or ACDBE suppliers of goods and services that will participate in the concession;
- A description of the work that each ACDBE firm will perform;
- The dollar amount of the participation of each ACDBE firm/supplier participating;
- Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal;
- Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire's commitment;
- If the contract goal is not met, evidence of good faith efforts;
- An annual report to be received by the Airport Concession Disadvantaged Business Enterprise Liaison Officer (ACDBELO) Megan Landry, by November 30, for the previous fiscal year ending

September 30th to include the following information on all firms/suppliers participating in the concession:

Vendor Name	Vendor Mailing Address	ACDBE Certified	Total Amount Spent with Vendor
		Y or N	

Within 20 days of being informed by the County that it is not responsible because it has not documented sufficient good faith efforts, a concessionaire may request administrative reconsideration. Concessionaire (Lessee) should make this request in writing to the following reconsideration official:

Megan Landry  
 Jack Brooks Regional Airport  
 5000 Jerry Ware Drive,  
 Beaumont TX, 77705  
 Office: 409-719-4900  
[MLandry@Co.Jefferson.Tx.Us](mailto:MLandry@Co.Jefferson.Tx.Us)

The reconsideration official will not have played any role in the original determination that the concessionaire did not document sufficient good faith efforts.

As part of this reconsideration, the concessionaire will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The concessionaire will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made good faith efforts to do so. The County will send the concessionaire a written decision on reconsideration, explaining the basis for the final findings. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

The County will require a concessionaire to make good faith efforts to replace an ACDBE that it terminated or has otherwise failed to complete its concession agreement, lease, or subcontract with another certified ACDBE, to the extent needed to meet the concession specific goal. We will require the concessionaire to notify the Airport Concession Disadvantaged Business Enterprise Liaison Officer (ACDBELO) immediately in writing of the ACDBEs inability or unwillingness to perform and provide reasonable documentation.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers the day and year first above written.

JEFFERSON COUNTY, TEXAS LESSOR

ATTEST:

By: \_\_\_\_\_

Jeff Branick., County Judge

By: \_\_\_\_\_

Carolyn Guidry, County Clerk

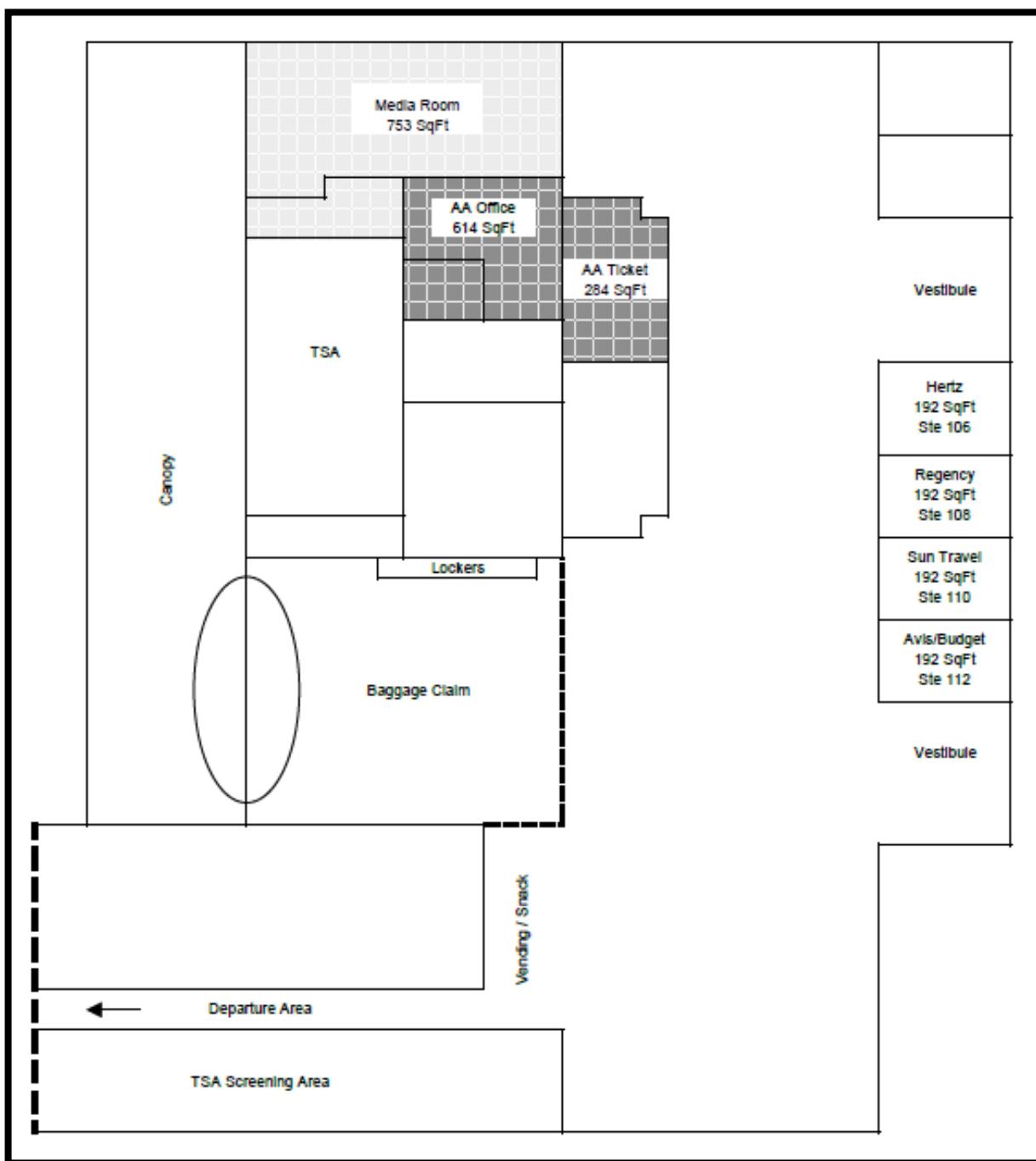
LESSEE

By: \_\_\_\_\_

## Exhibit A - Rental Car Parking Lot



## Exhibit B - Terminal Floor Plan



## Exhibit C – Car Wash – Ready Return Area



Car Wash 1: Approximately 540 square feet of metal canopy car wash area with a small metal storage shed attached.

Car Wash 2: Approximately 625 square feet of concrete block building and composite roof with car wash area and storage area attached. **Currently leased to Avis.**

## **Exhibit D – Concessionaire Bid Sheet**

	Monthly Amount (MAG / 12)	Minimum Annual Guarantee (MAG)
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
<b>Total Five Year MAG</b>		
<b>Rental Car Parking:</b> Number of Parking Spaces Bid: (Min 35 / Max 76)	Number of Spaces	Annual Parking (Spaces x \$108)
<b>Rental Truck / Moving Truck</b> Number of Parking Spaces Bid: (Min 3 Space per Truck)		
<b>Car Wash Area</b> Car Wash Area 1 (Min \$3,240 Yr)	<input checked="" type="checkbox"/> Mark X	Annual Amount
<b>TOTAL BID AMOUNT</b>		

## **Parking Spaces:**

The minimum amount of parking spaces bidders are required to bid on is 35 with a minimum rate of \$9.00 per month (\$108 per year) per parking space. Maximum number of spaces is 35. If more spaces are required than available in the Rental Car Parking Lot, successful bidders can negotiate separately with Airport outside of the bid.

### Fixed Cost Note:

A charge for 192 square feet of Terminal Office/Counter space, at a rate of \$24.00 per square foot per annum (\$384.00 month) will be part of the contract.

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

Addendum No. \_\_\_\_\_ Addendum No. \_\_\_\_\_ Addendum No. \_\_\_\_\_



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

## LEGAL NOTICE

### Advertisement for Invitation for Bids

October 15, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-056/YS, Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

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

**BID NAME:** **Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County**

**BID NO:** **IFB 19-056/YS**

**DUE DATE/TIME:** **11:00 AM CT, Wednesday, November 13, 2019**

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

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

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

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

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

  
Deborah L. Clark

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

**IFB 19-056/YS**  
**Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for**  
**Jefferson County**  
**Bids due: 11:00 AM CT, Wednesday, November 13, 2019**

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**Bid Submissions:**

**Bidder is responsible for submitting:**

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

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

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

## Instructions to Bidders

### 1. Bid Submission

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

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

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

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

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

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

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

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

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

### 3. Courthouse Security

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

### 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

### 5. Signatures

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

## 6. **County Holidays – 2019:**

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

## 7. **Rejection or Withdrawal**

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

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

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

## 9. **Award**

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

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

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

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

#### **10. Contract**

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

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

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

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

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

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

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

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

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

#### **15. Specifications**

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

#### **16. Delivery**

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

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

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

**18. Currency**

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

**19. Pricing**

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

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

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

**21. Certification**

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

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

**22. Definitions**

“County” – Jefferson County, Texas.

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

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

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

## General Conditions of Bidding and Terms of Contract

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.20 Confidential/Proprietary Information**

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

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

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

## **2. Performance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Purchase Orders and Payment

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

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

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

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

### 4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **M. ACCESS TO RECORDS**

- (1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

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

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

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

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

**P. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

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

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

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 4. Multiple Vendor Award

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

### 5. Delivery

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

### 6. Payment

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

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

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

### 7. Usage Reports

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

### 8. Insurance

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

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

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

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

**Minimum Insurance Requirements:**

**Public Liability, including Products & Completed Operations** \$1,000,000

**Excess Liability** \$1,000,000

**Property Insurance (policy below that is applicable to this project):**

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation** Statutory Coverage (See Section 9 Below)

**9. Workers' Compensation Insurance**

9.1 Definitions:

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

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

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

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

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

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

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

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

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

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

## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, [vsauer@co.jefferson.tx.us](mailto:vsauer@co.jefferson.tx.us) regarding any questions or comments. Please reference bid number IFB 19-056/YS.

### **Scope**

Vendor shall provide Gray Limestone Base (Commonly referred to as 610 Base) for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year with an option to renew for four (4) additional years **beginning on or about Date of Award**.

### **Rail Rates**

The County shall require written verification on any increase in rail rates. Orders will be placed on an as-needed basis for the duration of the contract. Purchase orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable**.

### **Delivery**

Truck delivery shall be quoted F.O.B., Jefferson County delivery zones as indicated on bid blank. Bidder bears freight charges. Hopper pickup material purchases shall be quoted F.O.B. trucks, shipping point.

### **Vehicles**

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

### **Certified Scales**

The County shall reserve the right to reject the bid of any bidder who does not have "certified scales," which shall be certified by the Weights and Measurers of the Department of Agriculture of the State of Texas, or certified by a company duly registered with the said Department of Agriculture. Each load of material sold on a unit weight basis shall be weighed on certified scales.

### **Alternate Bids**

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

### **Testing Samples**

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

### **Manufacturer's Safety Data Sheets**

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

### **Purchase as Needed**

Jefferson County plans to use Gray Limestone (610 Base) on future projects. Quantities to be purchased will be on an "as needed" basis and may be affected by weather conditions or available funds.

Jefferson County plans to use the following items on future road projects. Quantities to be purchased will be on an as-needed basis and this may be affected by weather conditions or available funds.

### **Product Specifications**

Gray Limestone – 610 Base shall conform to the following:

### Specs. Gradation

<b>Sieve Size</b>	<b>% Passing</b>
1½"	100
1"	90-100
¾"	70-95
3/8"	50-80
#4	30-65
#10	25-50
#40	10-26
#200	3-10

Compressive strength @ Lateral Pressure of 0 psi:	45 psi minimum
Compressive strength @ Lateral Pressure of 15 psi:	175 psi minimum
Plasticity Index	0
Bar Linear Shrinkage	TFX-107E
Linear Shrinkage	6%
Wet Ball Value	40 maximum

### Measuring

Material shall be measured by normal stockpile weight, that is, by the ton of 2000 pounds dry weight as indicated on the bid blank.

### Hopper Location

Hoppers shall list city and address of hopper location as well as hours of operation.

### Failure to Supply

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

## Bidder Information Form

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

**Bid Name & Number:** Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County (IFB 19-056/YS)

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

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

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

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

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

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

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

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

Address \_\_\_\_\_

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

# OFFER AND ACCEPTANCE FORM

# OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Company Name

For clarification of this offer, contact:

## Address

Name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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Signature of Person Authorized to Sign

E-mail

Printed Name \_\_\_\_\_

## Title

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

## Acceptance of Offer

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The Offer is hereby accepted for the following items: Gray Limestone (Commonly Referred to as 610 Base). Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 19-056/YS, Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

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Jeff R. Branick  
County Judge

---

Date

**Attest:**

---

Carolyn L. Guidry  
County Clerk

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

## Bid Form

**Minimum Orders will not be accepted.**

**Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated.**

**Bidders: Please be sure to include full address(es) and hours of operation for Hopper Pick-Up locations.**

		<b>Price per Ton, Tandem Dump</b>	<b>Price per Ton, Trailer</b>
<b>A.</b>	<b>Gray Limestone Base – delivered from vendor's hopper to job site.</b>		
	1. 1-10 miles	\$	\$
	2. 11-20 miles	\$	\$
	3. 21-30 miles	\$	\$
	4. 31+ miles	\$	\$
<b>B.</b>	<b>Hopper Pick-up</b>		
	<b>Location</b>	<b>Address</b>	<b>Price per Ton</b>
	1. Beaumont		\$
	2. Port Neches		\$
	3. Port Arthur		\$
	4. Other		\$
	5. Other		\$
	<b>Hours of Hopper Operation:</b>		
	<b>Loose weight in LBS/C.Y.:</b>		

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

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

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

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

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

## Vendor References

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

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

### REFERENCE ONE

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

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

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

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

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

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

### REFERENCE TWO

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

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

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

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

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

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

### REFERENCE THREE

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

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

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

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

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

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

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

## Signature Page

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

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

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

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

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

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Bidder (Entity Name)

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Signature

---

Street & Mailing Address

---

Print Name

---

City, State & Zip

---

Date Signed

---

Telephone Number

---

Fax Number

---

E-mail Address

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

## Conflict of Interest Questionnaire

<b>CONFFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b> <div style="border: 1px solid black; padding: 5px; width: 100%;">Date Received</div>
<b>1</b>	<b>Name of vendor who has a business relationship with local governmental entity.</b>	
<b>2</b>	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> <small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</small>	
<b>3</b>	<b>Name of local government officer about whom the information in this section is being disclosed.</b> <hr style="width: 100px; margin-left: 0;"/> <div style="text-align: center; margin-top: 5px;">Name of Officer</div> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No   </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No   </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No   </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <hr style="width: 100%; margin-top: 10px;"/>	
<b>4</b>	<hr style="width: 30%; margin-left: 0;"/> <div style="display: flex; justify-content: space-between; width: 100%;"> <div style="width: 45%;">Signature of vendor doing business with the governmental entity</div> <div style="width: 45%;">Date</div> </div>	

Adopted 8/7/2015

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

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS				
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>						
<b>1</b>	<b>Name of Local Government Officer</b>		<b>OFFICE USE ONLY</b>			
<b>2</b>	<b>Office Held</b>		Date Received			
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>					
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>					
<b>5</b>	<p><b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>					
<b>6</b>	<p><b>AFFIDAVIT</b></p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right;">_____ Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <table style="width: 100%; border-top: 1px solid black; border-bottom: 1px solid black; margin-top: 10px;"> <tr> <td style="width: 33%; text-align: left; padding: 2px;">Signature of officer administering oath</td> <td style="width: 33%; text-align: center; padding: 2px;">Printed name of officer administering oath</td> <td style="width: 33%; text-align: right; padding: 2px;">Title of officer administering oath</td> </tr> </table>			Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath				

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

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

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

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

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

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

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

---

Printed Name of Authorized Representative

---

Signature

---

Title

---

Date

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

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

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

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

Yes  No

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

---

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

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

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

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

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

---

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

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

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

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

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

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

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

---



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Printed Name of Contractor Representative

Signature of Representative

Date

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Printed Name of HUB

Signature of Representative

Date

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

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

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

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

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**PAGE 1 OF 4**

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

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

Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

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

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

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

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

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

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

---

**FOR HUB OFFICE USE ONLY:**

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

---

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

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

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

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

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

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

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

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

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

---

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

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

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**PAGE 2 OF 4**

### **HUB SUBCONTRACTOR DISCLOSURE**

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**PAGE 3 OF 4**

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

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

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

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

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

---

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

---

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

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

**PAGE 4 OF 4**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Residence Certification/Tax Form

---

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

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

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

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

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

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

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

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

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

## **House Bill 89 Verification**

---

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

---

Signature of Company Representative

---

Date

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

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

Notary Seal

---

Notary Signature

---

Date

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

## Senate Bill 252 Certification

---

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

---

Company Name

---

IFB/RFP/RFQ number

Certification check performed by:

---

Purchasing Representative

---

Date

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

## **Bid Affidavit**

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

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

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

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

on this day personally appeared \_\_\_\_\_, who  
(name)

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

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

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

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

Fax: \_\_\_\_\_ Telephone#: \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

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

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

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

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

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



## SECURITY PROFESSIONAL SERVICE AGREEMENT

FULL LEGAL NAME OF SECURITY PROVIDER ("Allied Universal"): Universal Protection Service, LP d/b/a Allied Universal Security Services, for itself and on behalf of its wholly-owned subsidiaries and affiliates which may provide service hereunder within certain states

FULL LEGAL NAME OF JEFFERSON COUNTY ("Jefferson County"): Jefferson County

By signing below by their duly authorized representatives, Jefferson County and Allied Universal agree to be legally bound to the Agreement, General Terms and Conditions and Exhibits attached hereto, which form a binding and enforceable part of this Agreement as of the day and year first written below ("Commencement Date").

JEFFERSON COUNTY: Jefferson County

By: Jeff R. Branick

Name: Jeff Branick

Title: County Judge

Address for Notices:

1149 Pearl Street, Beaumont, TX 77701

Fax: N/A

UNIVERSAL PROTECTION SERVICE, LP d/b/a  
Allied Universal Security Services

By: John Macdonald

Name: John Macdonald

Title: General Manager

Address for Notices:

Eight Tower Bridge, 161 Washington Street, Suite 600, Conshohocken, PA 19428

Fax: N/A

### GENERAL TERMS AND CONDITIONS

The term of this Agreement shall be for a period of one (1) year, with four (4) additional years with options to renew beginning on Nov 15 2015 ("Commencement Date") ("Initial Term"). This Agreement will automatically continue thereafter on a month to month basis until terminated by either party on thirty (30) days' written notice to the other party. This Agreement may be terminated by either party for non-performance by the other party upon five (5) days written notice to the non-performing party. The non-performing party shall have the opportunity to cure the non-performance within that five-day period. Either party may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to the other party.

Allied Universal shall provide security professional services (the "Services") in the amount, for the times and at the location(s) set forth in Exhibit A. Jefferson County shall pay Allied Universal for the performance of the Services and any other products and/or services provided by Allied Universal hereunder at the rates ("Billing Rates") and other charges set forth in Exhibit B or otherwise payable hereunder without deduction or set-off. Jefferson County shall pay in full the amount of and will be deemed to accept all invoices submitted to Jefferson County via Allied Universal's current submission method within ten (10) days of the invoice date. The Billing Rates set forth in Exhibit B are valid for the first twelve (12) months of the initial term, thereafter they will be increased annually, effective as of the anniversary date of the Commencement Date, in an amount equal to the greater of (i) the percentage increase determined pursuant to Section C.3. below and (ii) three percent (3%). Allied Universal will invoice Jefferson County on a weekly basis for all Services for the preceding weekly period (starting Friday and ending the following Thursday) and any other products and/or services provided by Allied Universal.

#### A. Scope of Services

1. Allied Universal agrees to provide the Services in a professional and diligent manner. Allied Universal does not warrant or guarantee that the Services constitute complete security at Jefferson County's location(s) so as to prevent any incident, loss, theft, damage or injury (including death). Jefferson County agrees that Allied Universal has not provided any consultation services regarding what may or may not be the proper levels of security staffing, or the methods of security provided.
2. Jefferson County may request a change in the Services. Such requested changes will be communicated in writing and will be effective only upon Allied Universal's written approval which Allied Universal will not unreasonably decline. However, in no event will a refusal by Allied Universal to approve requested changes constitute a breach of this Agreement or otherwise constitute non-performance by Allied Universal of this Agreement. The parties acknowledge and agree that Exhibit A solely governs Allied Universal's duties at Jefferson County's location(s).
3. The purpose of any inspection at Jefferson County's location(s) is

Allied Universal is solely to assist Jefferson County with its loss control program. The safe maintenance of Jefferson County's premises and operations and equipment on those premises and the avoidance of unsafe conditions and practices is the sole responsibility of Jefferson County.

#### B. Independent Contractor / Personnel

1. Allied Universal is responsible for the hiring, training and supervision of all security professionals assigned by Allied Universal to Jefferson County's location(s). Should Jefferson County direct or supervise security officers or change the instructions or supervision given to the security professionals by Allied Universal, including but not limited to including requiring Allied Universal personnel to use force and/or restraints and/or instructions related to Legally Mandated Break Periods (as defined herein), Jefferson County will be responsible for any damages, liabilities, claims or other consequences that may result.
2. In addition to the Services set forth in Exhibit A attached hereto, and in addition to any general or routine training provided by Allied Universal to its security professionals, Allied Universal shall provide each of its employees

ATTEST:

  
Carolyn L. Guidry, County Clerk

assigned to Jefferson County's location(s) with Jefferson County requested additional training at the costs set forth in Exhibit B.

3. Allied Universal shall provide uniforms for all assigned personnel. Allied Universal will maintain these uniforms in good condition at Allied Universal's sole cost and expense unless otherwise provided in Exhibit B. Equipment and non-standard uniforms required by Jefferson County will be provided as mutually agreed upon and at a cost mutually agreed upon in writing. Allied Universal's personnel will not be required to carry weapons of any kind, unless otherwise expressly set forth herein.

4. Security professionals assigned to Jefferson County's location(s) are employees of Allied Universal, which is acting as an independent contractor. Allied Universal will pay all compensation due and owing to its employees and all required payroll taxes and withholdings.

5. Allied Universal is entitled to assign personnel to Jefferson County's location(s) in full compliance with applicable equal opportunity, civil rights and other employment laws/regulations. Upon reasonable written notice, Jefferson County shall have the right to request in writing that any of Allied Universal's employees whose performance it finds to be unacceptable be removed from its location(s); provided reasons for such request do not violate applicable law.

6. Jefferson County acknowledges that Allied Universal has spent considerable time and expense in recruiting and training its employees. As such, Jefferson County agrees that it will not employ, as a security professional or in any related capacity, directly or indirectly, including employment through a successor security contractor, any person who has been employed by Allied Universal in a supervisory capacity and assigned to Jefferson County's location for a period of one hundred and eighty (180) days following the last date of that person's employment with Allied Universal. In the event of a breach of this provision, Jefferson County shall pay Allied Universal the average weekly billing for such employee for four (4) months as liquidated damages together with all legal fees and other costs arising from the breach of this provision.

### C. Billing

1. The Billing Rates do not include the direct bill items ("Direct Bill Item(s)") identified in Exhibit B, which shall be invoiced and paid by Jefferson County to Allied Universal in accordance with the payment terms herein. Notwithstanding anything contained herein to the contrary, Allied Universal may pass through any increase in any and all of the costs of any and all Direct Bill Items when incurred or accrued, and Jefferson County shall reimburse Allied Universal for such costs.

2. The parties agree any wage rates, annual/monthly/weekly billing estimates, or wage estimates included in Exhibit B, any other addenda, any pricing sheet, RFP submission, and/or other document are for demonstration purposes only and will not have any impact on the Billing Rates, the amount Jefferson County agrees to pay, or on the wages Allied Universal pays its employees.

3. In the event that Allied Universal experiences an increase in its costs resulting from any change, whether or not anticipated, in: (1) Federal, state, provincial, territorial, or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Allied Universal hereunder or by or in respect of Allied Universal to its personnel; (2) Federal, state, provincial, territorial, or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees and/or requirements, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Allied Universal pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage increase in Allied Universal's costs resulting from the items set forth in this paragraph. Allied Universal will provide Jefferson County notice of such change in the Billing Rates in writing and will require Jefferson County's approval prior to any such changes.

4. Notwithstanding anything contained in this Agreement to the contrary, Allied Universal may pass through the costs set forth in Section C(3) to Jefferson County as incurred or accrued and Jefferson County shall pay Allied

Universal for such costs.

5. "Healthcare Reform Legislation Costs" means the costs and/or assessments incurred by Allied Universal in respect of employee medical and/or welfare benefits and other requirements under the applicable provincial, federal or local statutes and/or regulations.

6. Unless otherwise expressly stated herein, Allied Universal's fees and charges do not include any sales, use, excise or similar taxes, levies or duties ("Taxes"). Jefferson County is responsible for paying for all such Taxes in respect of Allied Universal's Services or in respect of amounts payable by Jefferson County hereunder. If Allied Universal has the legal obligation to pay or collect Taxes for which Jefferson County is responsible under this section, the appropriate amount shall be promptly paid by Jefferson County to Allied Universal unless Jefferson County provides Allied Universal with either a valid and current tax exemption certificate or direct pay certificate, authorized by the appropriate taxing authority.

7. Jefferson County agrees to pay Allied Universal one and one-half percent (1.5 %) per month interest or such maximum amount as permitted by law, whichever is less, on any invoice not paid by its due date. In the event that legal action is required to collect on any past-due invoiced amount owed to Allied Universal by Jefferson County under this Agreement, Jefferson County agrees to pay to Allied Universal the costs and attorneys' fees incurred by Allied Universal in such action.

### D. Physical and Intellectual Property

1. Jefferson County recognizes and acknowledges that in performing its duties under this Agreement, Allied Universal may install and/or utilize proprietary software (hereinafter "Proprietary Software"), a valuable, special and unique asset of Allied Universal and/or third parties. This Proprietary Software is and will remain the sole and exclusive property of Allied Universal and/or those applicable third parties.

2. Jefferson County further agrees that materials developed, generated, or produced pursuant to this Agreement, including but not limited to Post Orders, security plans, emergency plans, diagrams, reports, and writings, both internal and external (hereinafter collectively, "Work Product"), may include the proprietary information of Allied Universal and will remain the sole and exclusive property of Allied Universal. Jefferson County and Jefferson County's personnel will have no proprietary interest in the Work Product. Jefferson County acknowledges that it will not share such Work Product with any third party and any Work Product in Jefferson County's possession shall be returned to Allied Universal upon termination or expiration of this Agreement.

3. Any property, equipment or supplies furnished by Allied Universal to its personnel in performance of the Services described in this Agreement shall remain the property of Allied Universal and shall be returned to Allied Universal promptly at the expiration or termination of this Agreement.

### E. Insurance and Indemnification

1. Allied Universal shall maintain Workers' Compensation coverage for its security professionals and personnel assigned to Jefferson County's location(s) at limits imposed by statute, including Employer Liability coverage.

2. Allied Universal shall maintain for its own protection and benefit various other policies of insurance, including Commercial General Liability coverage, for its performance of the Services at Jefferson County's location(s).

3. Allied Universal shall maintain Automobile Liability insurance for its employees' operation of Allied Universal's owned, leased and non-owned vehicles.

4. Jefferson County agrees that Allied Universal is not an insurer of Jefferson County's operations, personnel or facilities. Except as provided elsewhere in this Agreement, Jefferson County assumes all risk of loss, physical damage and personal injury at its operations, to its personnel and/or facilities or any other property resulting from fire, theft or other casualty, and Jefferson County waives any right of recovery and its insurers' right of subrogation against Allied Universal for any loss or damage resulting from any such occurrence.

5. Allied Universal will protect, defend, hold harmless and indemnify Jefferson County, its directors, professionals and employees from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees) (the "Losses") asserted against Jefferson County and directly resulting from the performance of the Services expressly required

under this Agreement, provided such Losses (1) are caused solely by the grossly negligent failure of Allied Universal to perform the Services, or by other grossly negligent actions or omissions in the performance of the Services by Allied Universal, or through the willful misconduct or unlawful activity of Allied Universal; (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Jefferson County or otherwise resulting from Allied Universal's compliance with specific direction from Jefferson County; and/or, (3) do not actually or allegedly arise out of a Legally Mandated Coverage Break(s) (as defined herein). Allied Universal's obligations under this paragraph shall not extend to first party losses sustained by Jefferson County, or other benefits or insurance provided by Jefferson County to its employees, including but not limited to medical, disability, and workers compensation benefits.

6. Notwithstanding anything contained in this Agreement to the contrary, should Allied Universal be found liable for any Losses hereunder for any reason, the sole and exclusive remedy of Jefferson County in any situation, whether in contract or tort, or otherwise, shall be limited to Jefferson County's actual and direct damages, and shall in no event exceed the amounts \$1,000,000.00, such amounts to be inclusive of any defense costs.

7. Under no circumstances will Allied Universal be liable to Jefferson County, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

8. Jefferson County shall give written notice to Allied Universal of any of its Losses or potential Losses arising out of the Services within thirty (30) days following notification of the occurrence giving rise to such Losses or potential Losses. No action to recover any Loss shall be instituted or maintained against Allied Universal unless notice of such Loss shall have been given by Jefferson County to Allied Universal in the manner and form set forth herein. No action to recover for any Loss shall be instituted or maintained against Allied Universal unless instituted not later than twelve (12) months following notification of the occurrence giving rise to such Loss.

#### **F. Compliance with Laws**

1. Some or all of the physical security guard services identified in this Agreement could be designated as a Qualified Anti-terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies (SAFETY) Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act (as herein defined), Allied Universal and Jefferson County agree to waive all claims against each other, including their professionals, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply throughout the term of this Agreement, regardless of whether Allied Universal should cease to have SAFETY Act coverage for these Services for any reason.

2. Jefferson County shall, at its own cost and expense, comply in full with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation, (i) environmental laws, (ii) laws relating to accessibility by and accommodation of handicapped persons, and (iii) laws relating to discrimination of any type of manner. Jefferson County shall notify Allied Universal in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative litigation, or arbitration proceedings with respect to Allied Universal's operations at the property and/or performance under this Agreement. Should Allied Universal be issued a citation or other sanction because of conditions on the premises created by others, Jefferson County shall pay and will be responsible for the fine. The foregoing shall include, but not be limited to, all applicable health, safety, and labor standards.

3. Under no circumstances will Allied Universal indemnify Jefferson County for Workers' Compensation claims or for fulfilling independent statutory duties Jefferson County owes to third parties or its employees.

#### **G. Miscellaneous**

1. This Agreement represents the entire agreement and understanding of

the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Agreement shall be effective unless in writing and executed by both parties and delivered to each respective party hereto.

2. A written waiver by either party of any of the terms or conditions of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice Allied Universal's right to enforce such provision at a later time.

3. This Agreement is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.

4. Each party further warrants and represents that this Agreement has been executed by a duly authorized individual.

5. This Agreement and all matters collateral hereto shall be governed by the laws of the state or province wherein the Services are to be provided without reference to its choice of law provisions.

6. If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

7. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same Agreement. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file) as an attachment to email.

8. Allied Universal shall not be responsible for additional expenses and costs incurred by it or Jefferson County to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Allied Universal's reasonable control. All such additional expenses shall be the responsibility of Jefferson County as an additional charge invoiced and paid by Jefferson County as it is incurred, pursuant to the terms of the Billing section set forth above. Additionally, to the extent that Allied Universal is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement nor cause for Jefferson County's termination of this Agreement.

9. Either party may assign this Agreement to an affiliate meaning an entity controlling, controlled by or under common control with the party. Except as permitted in this section, Jefferson County may not assign, delegate or subcontract this Agreement without the prior written consent of Allied Universal. Notwithstanding the foregoing, in the event Jefferson County assigns this Agreement, it shall remain liable hereunder after such assignment.

10. Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to the parties at the address shown in the opening paragraph (or as may be directed by a party in the future by written notice).

11. In connection with the negotiation, execution and performance of this Agreement, each party acknowledges that it has been and will be provided with confidential business information of the other party ("Confidential Information"). Each party will exercise reasonable commercial efforts to protect and preserve the confidentiality of Confidential Information, including at a minimum those methods and procedures it uses to protect its own confidential information. A party shall not be required to preserve the confidentiality of Confidential Information to the extent it becomes public other than through the action or inaction of the party, or disclosure is required by law.

12. The parties further acknowledge and agree that to the extent Allied Universal has assumed insurance, defense and indemnification obligations hereunder, such obligations shall not apply to any work performed by Allied Universal at the direction of Jefferson County, or work performed by Allied Universal that is not specifically set forth on Exhibit A. Notwithstanding anything to the contrary provided herein or in any other direction (oral or

written), Allied Universal and Jefferson County agree that in no event shall Allied Universal employees be required to undertake any duty which could potentially expose themselves to unreasonable risk or harm. At all times, Jefferson County represents and warrants that the policies and requirements Allied Universal and its employees are requested and/or required to adhere to by Jefferson County are lawful.

13. For the avoidance of doubt, any duties contrary to and/or in excess of the Services, shall be agreed upon by the parties in writing. In the event that there are any post orders, directives, or other specification documents of any type ("Post Orders"), they shall not form any part of this Agreement, they are not incorporated into this Agreement and are not a novation or modification or expansion of the duties set forth in this Agreement. Further, if there is any conflict between the provisions of this Agreement and any other documents, this Agreement shall control. Under no circumstances shall the Post Orders expand the liabilities of the parties toward each other or any third party.

14. Jefferson County acknowledges and agrees that the continuity of Services is subject to interruption for mandatory, paid rest periods or unpaid meal periods or other breaks as required by applicable law, during which time

security professionals must be relieved of all duties, including with ~~90~~ limitation to, the requirement to remain "on call" ("Legally Mandated Break Period(s)"). Services at the locations set forth in Exhibit A will be interrupted and such locations will not be secured during such time that security professionals are on Legally Mandated Break Periods and Jefferson County has not agreed to pay for sufficient relief coverage ("Legally Mandated Coverage Break(s)").

15. The duties and responsibilities of Allied Universal are specifically set forth herein. Jefferson County acknowledges that Jefferson County alone has chosen the number of security professionals and type of services, e.g., armed, unarmed, to be provided under the Agreement; that Allied Universal has informed Jefferson County that additional security professionals and/or services are available at an additional cost; and that Jefferson County has elected not to avail itself of additional security professionals or services at this time unless mutually agreed upon in writing.

16. The following provisions shall survive expiration or termination of this Agreement for any reason: A.1; A.3; B.1; B.4; B.5; B.6; C; D; E; F and G.

EXHIBIT "A"

## to Agreement Between

Allied Universal  
and  
Jefferson County

## LOCATIONS FOR SECURITY SERVICES PROVIDED BY

Allied Universal

[Branch Address] 4345 Phelan Blvd, Suite 102, Beaumont, TX 77707

[Branch Telephone] 409-842-4295

[Branch Fax &amp; Email] john.mccracken@aus.com

<u>Location</u>	<u>Specify for each location: Armed Unarmed</u>	<u>Schedule of Coverage</u>	<u>Hours</u>
1. Beaumont Courthouse (New & Historic) 1149 Pearl Street, Beaumont, TX 77701	Unarmed	<p>Monday – Friday 8:00 AM – 5:00 PM Two (2) unarmed officers</p> <p>Monday – Friday 7:30 AM – 4:30 PM One (1) unarmed Lead Officer</p> <p>1hr unpaid lunch per officer</p>	120
2. Beaumont Courthouse (New & Historic) 1149 Pearl Street, Beaumont, TX 77701	Unarmed	<p>Monday – Friday 8:00 AM – 5:00 PM Three (3) unarmed officers</p> <p>1hr unpaid lunch per officer</p>	120

## Description of Services:

The Services Allied Universal will provide Jefferson County pursuant to this Agreement are:

- Security professional is to perform assigned duties of patrolling and observing the above location(s) as directed by Jefferson County.
- Any unusual incidents detected or reported will be reported to Jefferson County via the designated Jefferson County contact. An incident report will be filled out and a copy will be forwarded to Jefferson County. The Security professional creating the report will be available to explain the incident report during their shift.
- The Security professional will also report criminal activity and/or visible hazards observed and/or reported while on post.

The location(s), day(s) and time(s) listed in this Exhibit A may not be altered by Jefferson County, unless mutually agreed upon in writing, and signed by the parties. The scope of services does not include any structures, parking lots, appurtenances, or nearby areas not specifically listed in herein.

EXHIBIT "B"

## to Agreement Between

**Allied Universal  
and  
Jefferson County**

BILLING RATES

The initial Billing Rates for the Services shall be as follows:

For Location 1:	<b>Unarmed</b>	<b>Armed</b>
Security Professional Regular Rate	<u>\$18.02</u> per hour	\$ _____ per hour
Security Professional Overtime* Rate	<u>\$27.03</u> per hour	\$ _____ per hour
Security Professional Holiday Rate	<u>\$ 27.03</u> per hour	\$ _____ per hour
Site Lead Regular Rate	<u>\$20.00</u> per hour	\$ _____ per hour
Site Lead Overtime* Rate	<u>\$30.00</u> per hour	\$ _____ per hour
Site Lead Holiday Rate	<u>\$30.00</u> per hour	\$ _____ per hour

For Location 2:	<b>Unarmed</b>	<b>Armed</b>
Security Professional Regular Rate	<u>\$18.02</u> per hour	\$ _____ per hour
Security Professional Overtime* Rate	<u>\$27.03</u> per hour	\$ _____ per hour
Security Professional Holiday Rate	<u>\$ 27.03</u> per hour	\$ _____ per hour

Additional Notes:

- > Mutually agreed-upon merit increases will result in a Bill Rate increase.

\* *Requested Overtime:* With requests for a specific individual to work more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. Example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." The additional two hours will be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.

1. **ADDITIONAL BILLING TERMS EXTRA SERVICE REQUESTS.** Additional service requests will be billed at the supplemental deployment rate which shall not be less than the overtime bill rate. The supplemental deployment rate for such additional services will continue to apply until this Agreement is amended in writing to provide for the increase in base hours.
2. The holiday billing rate shall be used for all work performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or by applicable collective bargaining agreement. Holidays are not included, since facilities are closed in observance of State & Federal Holidays and no security coverage is required.
3. A labor strike or other emergency situation that creates a working environment for security professionals that is more hazardous than the normal condition under this Agreement will be cause to negotiate a temporary billing rate for modified services.

4. Should Jefferson County require Allied Universal to provide uninterrupted Services during such Legally Mandated Break Periods, such requirement must be expressly stated in the Description of Services on Exhibit "A". Such uninterrupted Services and all costs associated therewith are billable at the applicable bill rate for such relief personnel.
5. All Allied Universal Security personnel assigned to this contract will adhere to Grooming policy, as stated in Exhibit C of this document.
6. Jefferson County Sheriff's Office reserves the right to alternate or change security officer coverage from armed to unarmed or from unarmed to armed by giving Allied Universal local Beaumont management a 15 day prior written notice.
7. Port Arthur subcourthouse and Mid county tax office security officers hourly schedule will be 8:00 AM to 5:00 PM Monday – Friday, (with the exclusion of observed holidays) will allow for 5 hours per week of billed overtime at each of these locations.
8. Allied Universal's employee no call off, no show policy, after third offense, Jefferson County Sheriff's Office has the option to impose a \$200.00 penalty per occurrence, which may be incurred in the form of an invoice credit.

### EXHIBIT "C"

#### Grooming, Appearance and Dress

##### **Policy**

The purpose of this policy is to establish guidelines with "Security Professional" as a priority and standards for grooming, appearance, and dress for on duty personnel. It is the responsibility of the Security Professional while working on this contract and on duty to meet personal hygiene/appearance requirements and grooming/dress standards as set forth in this policy. Employees shall present a "professional" image, avoiding any tendency to call attention to him or her through any aspect of grooming, appearance, dress, ornamentation or manner of appearance that could be offensive to any segment of society. The General Manager may make exceptions to this policy due to duty assignments.

##### **Definitions:**

- A. "Security Professional" any uniformed Allied Universal working on this contract
- B. "Uniform" means the official clothes and equipment worn by the Security Professionals (SP)
- C. "Uniformed Personnel" means any person wearing a uniform that represents this office.
- D. "Other Personnel" means any person that is not required to wear a uniform.
- E. "Jewelry" means any item worn by personnel that is ornamental, religious or used as a medical alert for specific problems.
- F. "Unauthorized Jewelry" means any jewelry, to include belt buckles that are oversized, gaudy or pretentious in appearance, represents a safety hazard, or interferes with the safe performance of one's job.

#### **Grooming, Appearance and Dress**

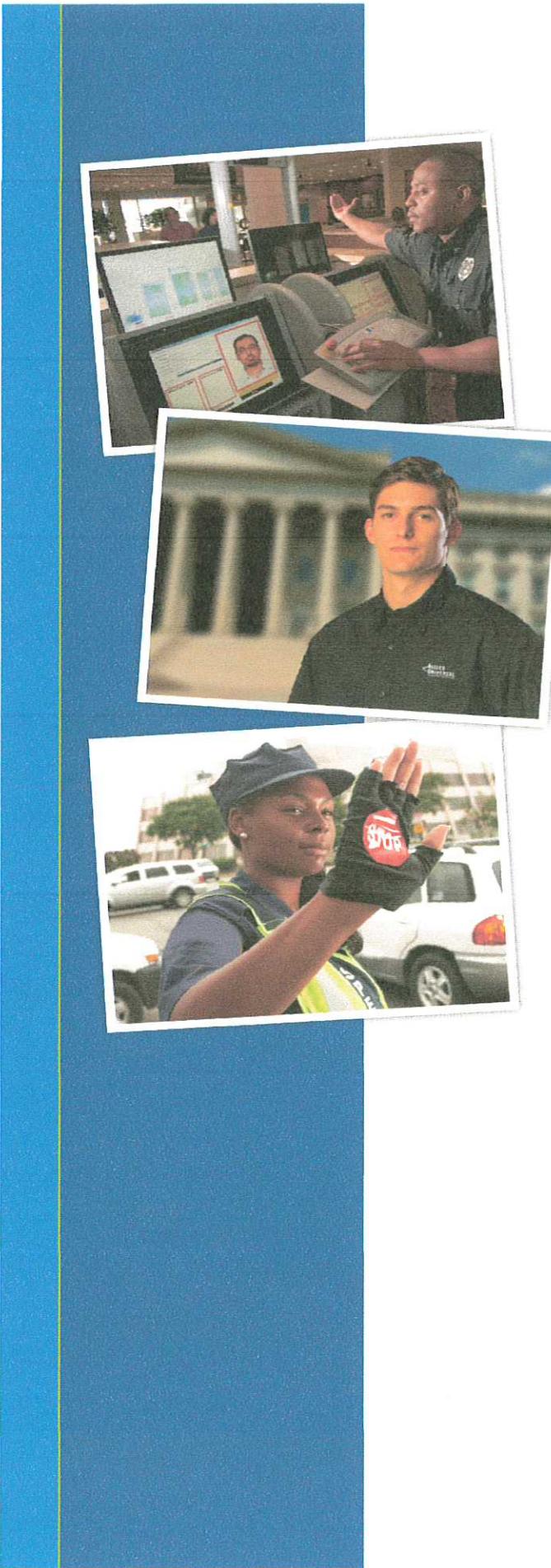
- A. Uniformed personnel will not display necklaces outside the uniformed shirt.
- B. Earrings are to be worn as a matching pair with one in each lobe that is not considered oversized, gaudy, or pretentious in appearance. Females may wear one, small conventional (gold, white pearl or silver) earring in each ear while in uniform. Dangling earrings are not permitted for uniformed female personnel. Male employees will not wear earrings.
- C. SP's will not display any body piercing that is visible while on duty except as noted above.
- D. Only one ring may be worn on each hand while in uniform (exception wedding rings consisting of two parts). Oversized or large rings that protrude exceedingly shall not be worn.

#### **Rules of Person Hygiene For On-Duty Personnel**

- A. Hair must be neat, clean, trimmed to present a well-groomed appearance.
- B. Cosmetics must be conservative and not to gaudy, pretentious or unusual in appearance as to attract undue attention.
- C. SP's must maintain acceptable standards of hygiene and cleanliness.
- D. Fingernails either actual or artificial shall be short enough as to not extend beyond the end of the fingers. SP's must keep their fingernails trimmed. No ornament associated with the nails may be employed. No nail color may be worn if the appearance that results is so gaudy, pretentious or unusual as to attract undue attention. Fingernail polish with radical designs or extravagant colorings is not permitted.

#### **Hair regulations for uniformed personnel**

- A. Mustaches must not extend below the lower lip line or more than  $\frac{1}{2}$  inch on either side. Beyond the vertical axis corner of the mouth. No handlebar, Fu Manchu, or Walrus-type mustaches will be allowed.
- B. Beards and Goatees are not permitted. The face shall be clean-shaven other than the wearing of acceptable mustaches and sideburns.
- C. Hair may be worn over the ears provided that it does not extend more than 1 inch below the top of the ear and the style has an overall neat and even appearance. The hair must be put up in the back as to not extend past the bottom edge of the collar. Hair must not lap or curl over the ear or over the top of the shirt collar when personnel are standing with the head held erect.
  - 1. The acceptability of the SP's hairstyle is judged with safety as apriority and also to maintain uniformity and conformity and conform with the policy set forth.
  - 2. Hair in front must be groomed so that it does not fall below the eyebrows, and so that if headgear is worn that it does not cause it to project awkwardly from the head.
  - 3. SP's may not adopt a hairstyle, which requires special combing or treatment in order to meet standards for a brief period only (i.e. inspections). Acceptability is judged on the basis of the manner in which the SP usually wears his/her hair while on duty in uniform.
  - 4. Female SP's, while in uniform may pin their hair so that it meets the above standards.
- D. Sideburns shall not extend beyond the middle of the earlobe. Sideburns are neatly trimmed and uniform width from top to bottom and do not give a bushy appearance. No flare or mutton chop sideburns are permitted.
- E. Wigs and hairpieces may be worn as long as they comply with the above mentioned hair regulations.
- F. No exotic or unusual hairstyles or cuts (i.e., dreadlocks, mo-hawks, and braids, etc.,) shall be permitted. Only natural hair colors are permitted. (i.e. Black, blonde, brown, gray, etc..)



## ORIGINAL COPY

### Responsive Security Solutions

#### RFP 18-049/YS, Security Services and Personnel for Jefferson County

December 18, 2018



Presented to:

**Deborah L. Clark**  
Purchasing Agent  
Jefferson County Purchasing Department

**Yea-Mei Sauer**  
Contract Specialist  
Jefferson County Purchasing Department

Presented by:  
**Suzanne McLaughlin**  
Business Development Manager  
Allied Universal Security Services

**John McCracken**  
General Manager  
Allied Universal Security Services



**a. Transmittal Letter  
Cover Sheet**

December 18, 2018

Deborah L. Clark  
Purchasing Agent  
Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

Dear Ms. Clark,

On behalf of Allied Universal, we are honored to submit this proposal in response to RFP 18-049/YS, Security Services and Personnel for Jefferson County. We understand the importance of quality security, and we look forward to providing a customized program that meets your requirements.

No matter where or when services are required, there's peace of mind knowing your security partner is also a member of your community with local office and staff in Beaumont.

Allied Universal's management support system ensures you receive the individual attention and service you require. Our account managers and site supervisors are in charge of directly supervising your security program locally, while a network of branch offices puts regional management with in-depth knowledge of your market within easy reach.

To deliver this level of service and ensure your business needs are met, we've prepared this proposal in response to the following:

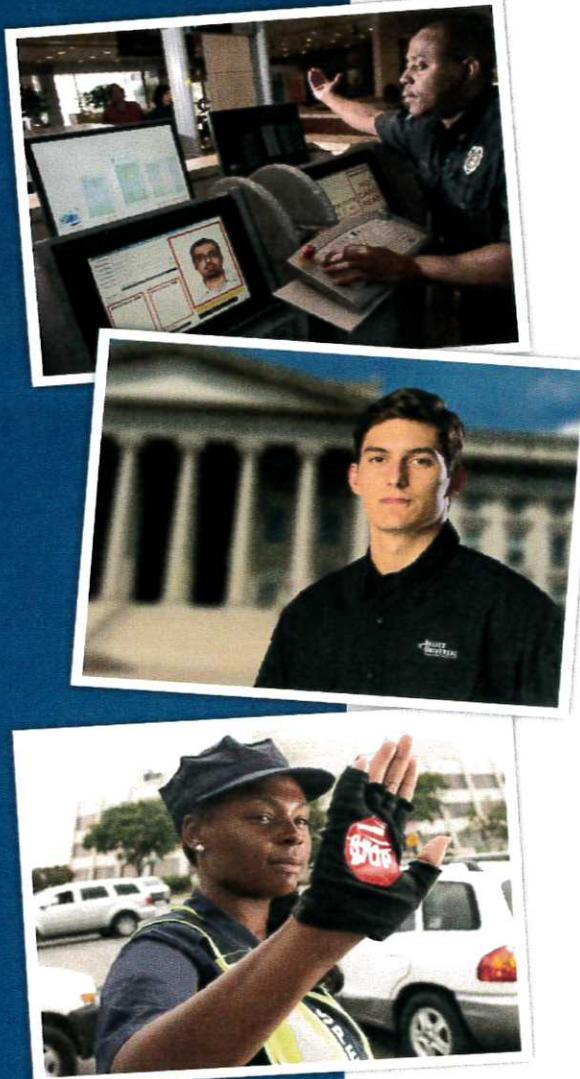
- Recruiting and Retaining Top Talent to Foster a Reliable, Consistent Security Program
- Reliable, Experienced Local Management that Addresses Needs Quickly
- Leveraging the Resources of a National Company to Drive Efficiencies and Control Costs
- Seamless Transition that Presents No Disruption to Your Business

We look forward to working with your organization. We look forward to the next steps in the process. If you have any questions, please contact me at **AUS Branch Office: 4345 Phelan Blvd, Suite 102, Beaumont, Texas 77707 Phone: 409-842-4295 Fax: 409-842-4905 Mobile: 337-426-0361 or suzanne.mclaughlin@aus.com.**

Sincerely,

Suzanne McLaughlin  
Business Development Manager

John McCracken  
General Manager



## Responsive Security Solutions

### RFP 18-049/YS, Security Services and Personnel for Jefferson County

December 18, 2018



Presented to:

**Deborah L. Clark**  
Purchasing Agent  
Jefferson County Purchasing Department

**Yea-Mei Sauer**  
Contract Specialist  
Jefferson County Purchasing Department

Presented by:  
**Suzanne McLaughlin**  
Business Development Manager  
Allied Universal Security Services

**John McCracken**  
General Manager  
Allied Universal Security Services

## b. Executive Summary

At Allied Universal, quality begins with professionalism, competence and commitment. Our proposed solution for the project meets all the requirements of the RFP.

Allied Universal will ensure a successful engagement with Jefferson County by aligning trained security professionals with Jefferson County's needs. We describe below how decades of armed & unarmed security experience transitioning thousands of clients, along with current experience providing similar security services to government facilities across the nation, will be leveraged to ensure a successful transition.

Allied Universal has been providing customized security officer solutions to meet the specific needs of clients large and small, for more than 60 years. Allied Universal has shown consistent growth over the course of its more than 60 years in the security industry. Our story of constant growth is shown by the fact that the Company **currently supports more City, State and County Government facilities across the United States than any other security company in the industry**. We are fully capable and understand of the scope of work defined for Jefferson County

Allied Universal leverages an integrated approach combining **Recruitment, Contract Implementation Planning and Operational Excellence** to deploy a professional transition for the Jefferson County facilities. Contract implementation program includes:

- Preparation of a written timetable with measurable goals
- A management team specifically assigned to Jefferson County
- Performance of site-specific security and safety surveys
- Development of detailed training programs and post orders
- Selective officer recruiting and careful screening
- Classroom orientation
- On-site training of security professionals and supervisors
- Testing and review of security professional knowledge
- Allied Universal | VOICE survey completed 90 days after account start

We understand that the contract implementation is critical and must be performed flawlessly. Our security program is focused on enhancing the experience of the personnel of Jefferson County while providing uncompromising armed and unarmed security from Day 1.

As a part of the contract implementation plan, Allied Universal will also ensure that a properly qualified and credentialed security team is selected, as well as a flex force which would be available for special event coverage and emergency situations (commonly referred to as "out of scope requests"). These security professionals will maintain the same qualifications, certifications, and training expectations and will be trained to allow seamless comprehensive scheduling when needed for call-offs and cross-platform coverage.

It should be noted that Allied Universal has successfully completed transitions in similar periods of time and is confident in the ability to do the same at Jefferson County **Allied Universal has tremendous local and national resources which will be used to the fullest extent in order to ensure a seamless contract implementation.**

**Management Plan for Jefferson County Security Services:** Regional Vice President: Dave Rekow oversees Southeast Texas with full oversight of local Beaumont team. Beaumont Operations Management teams consists of General Manager: John McCracken, Director of Operations: Sean Layne, and Operations Manager: Theresa Johnson, Flex Force including Amber Muirhead (lead armed Flex Officer), dedicated teams of recruiters, human resources, trainers.

**Jefferson County Courthouse** staffed with premium officers, carefully recruited and selected for this special environment. **Unarmed Site Supervisor 40 HPW will be site lead and responsible for oversight of courthouse.**

Basic Job Responsibilities:

- Conduct inspections of client location as per schedule and provide required documentation
- Ensure site-specific training with new security professionals utilizing an approved training plan and operational procedures
- Work with Operations Manager to develop staff in both technical and professional skills through performance management (coaching, counseling, disciplining, security professional training, annual formal performance evaluations, recognition, etc.)
- Enforce Allied Universal uniform policies to maintain professional appearance at all times
- Development and Maintain Client relationship, providing constant feedback on client requirement and special requests
- Detect, Report and Maintain a daily inventory and checkout and inspections of equipment radios, pagers, and other equipment requirements

Basic Qualifications:

- All qualifications for Security Professional
- Motivated, able to work independently and make decisions
- Excellent communication skills both written and verbal
- Strong leadership and coaching skills with a minimum of 2-3 years security experience

**Unarmed Team of Security Officers 160 HPW to provide security services for 3 posts in the Courthouse. Rotation of Security Officers between the 3 posts, additional flex officers who will be cross trained to be available to work shift in the event of vacation day or sick day.**

**Mid County Tax Office**

**Armed Team Security Officers 45 HPW to provide security services for 1 post at the Mid County Tax Office. Full time, part time officers and flex offices who will be crossed trained to be available to work this armed shift in the event of vacation day or sick day.**

**Sub - Courthouse Port Arthur**

**Armed Team Security Officers 45 HPW to provide security services for 1 post at the Sub – Courthouse Port Arthur. Full time, part time officers and flex offices who will be crossed trained to be available to work this armed shift in the event of vacation day or sick day.**

**Day to day management oversight and supervision for all 3 locations will be direct responsibility of Theresa Johnson, Operations Manager, who lives and works in Beaumont and is dedicated specifically to Beaumont and Port Arthur area, will be further supported by Sean Layne, Director of Operations and John McCracken, General Manager.**

Value	Security Team	Training	Experience
 We work with you to develop a security program <b>customized</b> to your needs, and always strive to find the most <b>efficient</b> ways to give you high quality service.	 Security personnel assigned to manage your program are carefully recruited, <b>screened</b> and <b>trained</b> to your specifications.	 Every Allied Universal security program is based on our <b>award-winning</b> training. The effect of our training is apparent every day in the actions of our responsible, prepared security professionals.	 For over <b>60 years</b> , Allied Universal has led the industry and developed <b>best practices</b> that are standard components of our high quality security.

We believe in partnering with our clients and because of that, we quickly become immersed in your culture and as dedicated to your program as you are. Allied Universal has positioned itself as the security provider of choice in your area. The investment we have made in our local management teams is extensive and represents the key differentiator between Allied Universal and our competitors. We do our job, so you can do yours.

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This security services data, furnished in connection with a request for information, shall not be disclosed in whole or in part to any third party. This restriction does not limit the right of Jefferson County Purchasing Department to use information contained in the data if it is obtained from another source without restriction.

## d. Identifying Information

Offerors must provide the following identifying information:

**a) Name and address of business entity:**

Universal Protection Service, LP d/b/a Allied Universal Security Services is the parent and sole/whole owner of Universal Protection Service, LLC d/b/a Allied Universal Security Services with dual headquarters in Conshohocken, PA, and Santa Ana, CA.

Headquarters (East)  
 Eight Tower Bridge  
 161 Washington Street, Ste. 600  
 Conshohocken, PA 19828  
 (P) 484.351.1300 | (F) 484.351.1384

Headquarters (West)  
 1551 N. Tustin Ave., Suite #650  
 Santa Ana, CA 92705  
 (P) 866.877.1965 | (F) 714.619.9701

**b) Type of business entity:** Partnership

**c) Place of incorporation:** California (December 31, 2009)

**d) Name and location of major offices and other facilities that relate to Allied Universal's performance under the terms of this RFP:**

Beaumont office: 4345 Phelan Blvd, Suite 102, Beaumont, TX 77707

**e) Name, address, business and fax number of Allied Universal's principal contact person regarding all contractual matters relating to this RFP:**

Suzanne McLaughlin  
 Business Development Manager  
 Office Address: 4345 Phelan Blvd, Suite 102, Beaumont, TX 77707  
 Tel.409-842-4295; Fax. 409-842-4905; Mobile. 337-426-0361

**f) Allied Universal's Federal Employer Identification Number:** 33-0973846  
**Texas Department of Safety license number:** B15802  
**Jefferson County Vendor Number:** N/A  
**Jefferson County Business License Number:** N/A

**g) Full name and address for each member, partner, and employee of Allied Universal (and any subcontractors) who will perform service's on this project**

Dave Rekow, Regional Vice President  
 4345 Phelan Blvd, Suite 102, Beaumont, TX 77707

John McCracken, General Manager  
 4345 Phelan Blvd, Suite 102, Beaumont, TX 77707

Sean Layne, Director of Operations  
4345 Phelan Blvd, Suite 102, Beaumont, TX 77707

Theresa Johnson, Operations Manager  
4345 Phelan Blvd, Suite 102, Beaumont, TX 77707

Amber Muirhead, Flex Officer  
4345 Phelan Blvd, Suite 102, Beaumont, TX 77707

Suzanne McLaughlin, Business Development Manager  
4345 Phelan Blvd, Suite 102, Beaumont, TX 77707

- h) A statement regarding the financial stability of Allied Universal, including the ability of Allied Universal to perform the functions required by this RFP and to provide those services represented by Allied Universal in this response**

#### **Allied Universal Holdco LLC Operating Performance**

Allied Universal Holdco LLC and its subsidiaries (collectively, "Allied Universal" or the "Company") is not required to publicly file financial information with the Securities and Exchange Commission. However, the Company prepares quarterly financial statements and distributes them to its investors and institutional lenders as required under its credit agreements. In the event a prospective customer or vendor requests to review such financial statements, it is the Company's policy that such requests are made in writing to an Allied Universal representative for consideration.

Allied Universal generated \$5.3 billion in revenue for the year ended December 31, 2017. The Company measures its operating performance using Pro Forma Adjusted EBITDA, which is defined as net income (loss) before interest expense (net of interest income), income taxes and depreciation and amortization (EBITDA), further adjusted to exclude certain non-cash, unusual, non-recurring, restructuring and other adjustments.

Management believes that Pro Forma Adjusted EBITDA and EBITDA provide useful information under our covenants to investors, lenders, financial analysts and rating agencies, since these groups have historically used EBITDA-related measures in our industry, along with other measures, to estimate the value of a company, to make informed investment decisions and to evaluate a company's ability to meet its debt service requirements. Pro Forma Adjusted EBITDA for the year ended December 31, 2017 was \$450.2 million.

At December 31, 2017, Allied Universal had \$180.4 million available for borrowing under its revolving credit loan. The Company's total liquidity at December 31, 2017 was \$284.9 million, which included its access to additional tranches of delayed draw term debt up to \$100.0 million and unrestricted operating cash of \$4.5 million. The Company's debt instruments mature in July 2022 and July 2023.

Year Ending	Corporate Revenues
December 31, 2017	\$5,301,534,000
December 31, 2016	\$5,100,000,000*
December 31, 2015	\$2,257,060,000
December 31, 2014	\$2,149,200,000
December 31, 2013	\$2,042,400,000

\* AlliedBarton Security Services and Universal Services of America finalized the merger to form Allied Universal on August 1, 2016.

## e. Personnel and Organization

The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name;
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).



**Regional Vice President**  
**David W. Rekow**

Years with the Company: 25  
 Years in Industry: 25

### Past Positions

- Vice President, Operations, Allied Universal, Houston & East Texas LA, 2013-2016
- Vice President / Portfolio Manager, Allied Universal, GGP, 2006-2013
- Vice President, Operations, Allied Universal, Houston, TX, 2002-2006
- Senior Branch Manager, Allied Universal, Houston, TX, 1998-2002
- Branch Manager, Allied Universal, Houston, TX, 1996-1998
- Security Director, Allied Universal, Phoenix, AZ, 1995
- Operations Supervisor, Allied Universal, San Diego, CA, 1995
- Client Service Coordinator, Allied Universal, San Diego, CA, 1994
- Officer, United States Marine Corps, 1980-1993

### Experience

- Served six years as the leader of a national portfolio of more than 40 malls
- Functioned as independent market leader for Houston, East Texas, and Louisiana
- Coordinated reconstitution of service in New Orleans post-Hurricane Katrina

- Tripled size of the Houston organization between 1996-2004
- Designed comprehensive training programs for customers across the country
- Functioned as a "mentor" for new Branch Managers and Area Managers

**Certifications & Awards**

- National Service Excellence Award, 1998-1999
- Special Achievement Award, 1997
- Certified Management Trainer, 1998
- Certified Master Security Officer, 2004
- Certified Fire Safety Officer, 2004
- Various military awards for service in Beirut (1982-83) & Desert Storm (1991)

**Industry Associations**

- National Retail Federation (NRF)
- International Council for Shopping Centers (ICSC)
- American Society for Industrial Security (ASIS)
- Building Owners & Managers Association (BOMA)
- Humble Chamber of Commerce (past member)
- Houston Chamber of Commerce (past member)



**General Manager – Beaumont, TX**  
**John E. McCracken III**

20+ years of security management experience  
 8 years of military law enforcement experience

**Positions/Experience**

- U.S. Security Associates (1999-2018)
  - Area Vice President - Gulf States
    - Managed 11 Branches across 5 States with a P&L of \$144 Million+ contributing 6.7% profitability
  - Regional VP of Operations - Gulf States
    - Managed 4 Branches across multiple cities with a P&L of \$60 Million+ contributing 8% profitability
  - District Manager - Houston, TX
    - Managed 70 Site Locations with a P&L of \$30 Million+ while growing sales 15% year-over-year two years in a row
  - District Manager - Carolinas Region
    - Managed 4 States to include 20 Sites with a P&L of \$4 Million+ while tripling the size of the business organically
  - Operations Manager - Delaware Region
    - Managed 9 Sites with over 120 employees, self-assessment audits, and leading numerous job start-ups
  - Site Manager at the DuPont Corporate Headquarters
    - Responsible for site security operations, scheduling, payroll, disciplinary actions and safety 24 x 7
  - Shift Supervisor at DuPont - CRP Location
    - Responsible monitoring alarms, CCTV's, dispatching emergency teams to incidents and patrol officers
- Graybar Electric - Shipping / Receiving Supervisor (1997-1999)
- United States Army Reserves – Military Police Corps (1996-2004)
  - Mobilized for Active Duty (10/3/01 – 10/31/02) for Operation Noble Eagle
    - Duties performed included Law & Order, Asset Protection, Traffic Accident Investigations and Force Protection
  - Mobilized for Active Duty (2/10/03 – 12/23/03) for Operation Iraqi Freedom
    - Duties performed included U.S. Customs, Convoy Escorts, Local Village Patrols, Prisoner Transfers, Force Protection and Humanitarian Missions.

**Training & Recognition**

- Four Army Achievement Medals for Numerous Accomplishments
- Expert Marksmanship Badge for Rifle and Pistol Shooting
- EVOC (Emergency Vehicle Offensive Driving Certification) Training
- U.S. Customs Training

**Education**

- Criminal Justice Courses, Penn State University (1995-1997)

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**Theresa M. Johnson**  
**Operations Manager**

Years with Allied Universal Security Services: 7

Years in industry: 7+

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**Past Positions**

- ◆ Service Manager- Allied Universal Security Services East Texas Branch 2017 to Present
- ◆ Account Manager- Allied Universal Security Services East Texas Branch -2014-2017
- ◆ Site Supervisor- Allied Barton Security Services 2011-2014
- ◆ Patrol Officer- City of Daisetta Police Department Daisetta, Texas 2004- 2010
- ◆ Deputy Sheriff- Liberty County Sheriff's Department 2008-2009

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**Experience**

- ◆ Reserved and held paid position at Daisetta Police Department. Answered calls conducted patrols enforced city ordinances and state traffic laws. Assisted other agencies, testified in court, prepared detailed reports and served warrants.
- ◆ As Deputy for Liberty County Sheriff's Department answered calls, conducted investigations, prepared Detailed reports, testified in court, patrolled zone, maintained TCOLE required hours of education and assisted other agencies.
- ◆ As Service Manager insured contract compliance with client sites, set up post, hired and terminated Security Professionals, conducted investigations, created safety newsletter while sitting as Safety Chair for the Branch, assisted sites with coverage, ensured correct billing and payroll for clients and Security Professionals. Armed Security Officer Training

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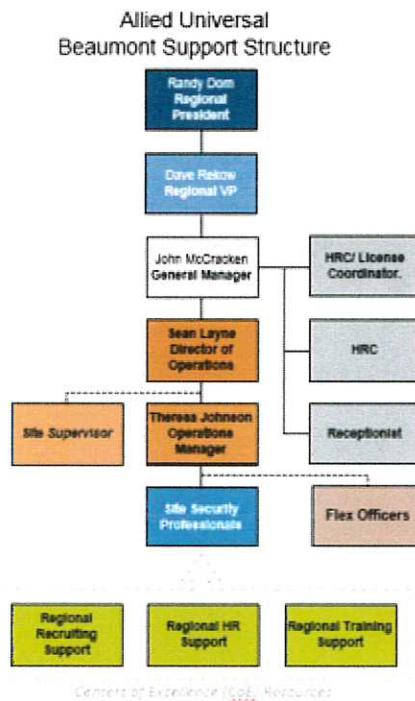
**Education**

- ◆ Lee College AAS in Criminal Justice
- ◆ Houston Community College Basic Peace Officer Certificate

## Organizational Structure

Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

**Contact Person to this project: John McCracken- General Manager**



## f. Project Requirements

### Transition Plan/ Implementation Plan

#### Contract Implementation Plan

Our Contract Implementation Plan addresses all of the various items involved and required in converting Jefferson County Courthouse, Mid-county tax office and Sub- courthouse to Allied Universal security operations. Work begins prior to contract award and continues through start-up, remaining in place for a minimum of thirty (30) days after service delivery begins. Generally, the Transition Plan unfolds in four (4) phases, each with a unique set of Critical Success Factors. The transition phases run concurrently with each phase-in timeline so there will be a variety of overlapping process that recur to serve each startup staffing package.

Upon commencement of an agreement, expect a transition that is smooth, swift, and presents no disruption to your operation. Of course, that takes careful planning and a partner like Allied Universal - that has the experience of transitioning over a thousand new accounts each year.

Communication is the key to a successful start-up. Allied Universal management will conduct weekly meetings with you throughout the transition process to give status updates and set expectations for the next meeting.

PHASE I – CRITICAL SUCCESS FACTORS	PHASE II – CRITICAL SUCCESS FACTORS
<ul style="list-style-type: none"> <li>Meetings with key Jefferson County officials</li> <li>Staffing the transition team</li> <li>Identification of key stakeholders</li> <li>Establish selection criteria for personnel</li> <li>Assess staffing, training, equip. needs.</li> <li>Begin assessment of existing Post Orders</li> <li>Plan validation with client</li> <li>Ensure highly qualified candidates are complete with background checks to include additional flex force.</li> <li>Submit all applicable candidates for badging and credentialing as necessary.</li> <li>Liaison with client to coordinate transition</li> <li>Distribution of "pre-launch" checklist</li> <li>Contingency planning</li> <li>Outline transition benchmarks, measurement, methodology, time frames and phase deliverables</li> </ul>	<ul style="list-style-type: none"> <li>Meeting staff</li> <li>Establish benchmarks &amp; corrective action processes</li> <li>Strategic/tactical service delivery issues, plan development</li> <li>Determine assessment &amp; feedback methods</li> <li>Provide written report and recommendations on Post Orders for approval.</li> <li>Develop SOPs &amp; emergency procedures</li> <li>Personnel selection &amp; scheduling for supervisors and screeners.</li> <li>Regular &amp; specialized armed training</li> <li>Equipment &amp; uniform deployment</li> <li>Benefits enrollment (if applicable)</li> <li>Licensing and certification confirmation process</li> <li>Transition launch contingency planning</li> <li>Obtain credentials for all staff</li> </ul>
PHASE III – CRITICAL SUCCESS FACTORS	PHASE IV – CRITICAL SUCCESS FACTORS
<ul style="list-style-type: none"> <li>Operations and HR audit setup</li> <li>QA technology in-place &amp; functioning</li> <li>Safety processes in-place</li> <li>Customer &amp; employee review planned</li> <li>Incident management tested</li> <li>Inventory &amp; transfer client-furnished equipment</li> <li>Set-up payroll system and reporting</li> <li>Training metrics achieved</li> <li>Turnover mitigation initiated</li> <li>Transition tasks completed</li> <li>Transfer records</li> <li>Review, develop, update Scope of Work Orders</li> <li>Complete orientation and required training</li> </ul>	<ul style="list-style-type: none"> <li>Setup ongoing meeting schedules</li> <li>Overtime management</li> <li>Credential compliance</li> <li>QA inspections and submission of Quality Inspection Report for approval.</li> <li>Ensure reoccurring airport training curricula, QA program and Incident reporting are in place.</li> <li>Invoice accuracy</li> <li>Post coverage</li> <li>Safety &amp; site audits</li> <li>Customer Connection client surveys</li> <li>Incident management</li> <li>Turnover reporting &amp; mitigation</li> <li>Post Orders maintenance &amp; updates</li> <li>Client meetings</li> <li>Bi-Annual Business Briefings</li> </ul>

### Tentative Project Schedule

The following tentative project schedule breaks down tasks into four (4) major categories: Administrative, Training, Operations, and Human Resources.

#### 30 DAY TRANSITION PLAN FOR JEFFERSON COUNTY

TASK	WEEK 4	WEEK 3	WEEK 2	WEEK 1	START
<b>ADMINISTRATIVE</b>					
Award Notification					
Finalize Transition Schedule					
Contact Current Employees					
Transition Management Group					
Progress Meeting/In-person or Teleconference					
Order Armed Equipment					
Set-up Account Information Sheet					
Prepare Electronic Interface					
Prepare Inventory & Transfer					
Order Uniforms					
Contract Review					
Certificate of Insurance					
Educate Branch Staff on Client Expectations					
Site Start Date					
<b>TRAINING</b>					
Develop Site Specific Training Segments					
"Train the Trainer" Training					
Orientation Training					
Develop On-going/Refresher Training					
<b>OPERATIONS</b>					
Develop Standardized Data Collection					
In-depth Site Familiarization					
Review of Existing Plan/Program					
Site Security Survey & Audit					
Develop Post Instruction Manuals					
Review Staffing Plan					
Develop Site Tests					
Client Review of Post Orders					
Finalize Bonus/Incentive Program					
<b>HUMAN RESOURCES</b>					
Employment Pack to Incumbents Retained					
Develop Post Assignment Job Analysis					
Develop Supervisory Job Descriptions					
Open House: Incumbent Security- if applicable					
Contact Recruiting Sources					
Develop Client Specific Pre-screening					

**30 DAY TRANSITION PLAN FOR JEFFERSON COUNTY**

TASK	WEEK 4	WEEK 3	WEEK 2	WEEK 1	START
Telephone Interviews, Applications & Interviews					
Security Professional Information Seminar					
Background Investigations					
Second Level Interview					
Benefits Briefing & Offer Extended					

Our transition plan can be tailored to incorporate your recommendations and requirements for Jefferson County. If service is required before the scheduled start date, the transition plan will be altered as mutually agreed upon with you.



## Management

The Jefferson County security guard services will be managed by our Director of Operations Management model. Reporting directly to the General Manager, the Director of Operations oversees all aspects of your account, supporting the highest levels of client satisfaction and Security Professional performance. The Operations Manager is your primary contact for any operational issues with their main focus being to ensure all post requirements including training, licensing compliance, and uniform/appearance standards, are being met.

Title	Name	Contact Information	Responsibilities
Regional Vice President	Dave Rekow	409-842-4295 <a href="mailto:dave.rekow@aus.com">dave.rekow@aus.com</a>	Responsible for the performance measurements of the account and acts on behalf of all clients within the region to identify and resolve business issues quickly and efficiently when senior level involvement is needed. Readily accessible to the General Manager and Director of Operations, as an added resource to provide additional direction and support.

Title	Name	Contact Information	Responsibilities
General Manager	John McCracken	409-842-4295 <a href="mailto:john.mccracken@aus.com">john.mccracken@aus.com</a>	Responsible for ensuring that our Jefferson County Security team is able to secure the resources needed for the account, including coordinating training and recruiting efforts that are shared across the branch.
Director of Operations	Sean Layne	409-842-4295 <a href="mailto:sean.layne@aus.com">sean.layne@aus.com</a>	<b>Visits client sites and ensuring the highest levels of client satisfaction and security professional performance.</b>
Operations Manager	Theresa Johnson	409-842-4295 <a href="mailto:theresa.johnson@aus.com">theresa.johnson@aus.com</a>	Works with Client Manager to prepare, coach, counsel, discipline, and train security professionals.
Flex Officer	Amber Muirhead	409-842-4295 <a href="mailto:amber.muirhead@aus.com">amber.muirhead@aus.com</a>	Supports the Site Supervisor in achieving department goals and completing day-to-day tasks.

**Local Support** – Allied Universal’s Beaumont branch office located just 3.9 miles from the Jefferson county courthouse, 14.5 miles from Mid-county tax office and 23.9 miles from Sub-courthouse in Port Arthur and is the home of the support team behind the Allied Universal employees and managers providing your security. Support staff and management will have specific knowledge of your security program and the local market, and will oversee strategy, hiring, training, scheduling, supervision and administration.

Branch office managers, recruiters, trainers and support staff also assist with:

- Promptly filling extra coverage requests
- Coordinating and activating emergency response plans
- Ordering, fitting and distributing uniforms
- Quality assurance including off-hour inspections
- Onboarding new employees
- Training and human resource inquiries

**National Support** - Your local office is supported by regional and corporate departments including human resources, training, recruiting, information technology, accounting and strategic sourcing. Corporate specialists maintain vital relationships with local teams, and proactively implement programs and procedures to ensure quality. We consider our local management teams a critical internal client, and our regional and corporate offices make their needs a priority.

Allied Universal employees around the country value having access to corporate resources including a Help Desk for technical inquiries and a corporate benefits department hotline. They can focus on their jobs and stay engaged knowing these resources are available.

National support also delivers national leadership. Experienced security leaders are available to assist in strategy development, trend and data analysis, and best practice development and implementation. Tools and resources are also available through security alerts, webinars and information that can help you enhance your security and inform your stakeholders. Relationships with industry associations and related partners and experts also benefit you when you select a security partner with a national presence.

## Quality Assurance

Our comprehensive **Quality Assurance Program** and **Service Delivery Model** actively support exceptional customer service with regular quality inspections, active management of performance measurements, and continuous customer feedback.

Your security management team uses the following processes and tools as part of our overall Quality Assurance Program:

- ✓ Account audits
- ✓ Supervision/management
- ✓ 24-hour service hotline
- ✓ Customized post orders
- ✓ Performance evaluations
- ✓ Quality service reviews
- ✓ Allied Universal Voice Customer Survey

## Quality Inspections

As a primary tool of the supervision process, inspections help us meet our contracted obligations. Allied Universal inspects security services at client sites on a routine and random basis.

- Inspections offer the opportunity for management to work with security professionals, providing hands-on training, mentoring and supervisory support.
- Security professionals demonstrate proficiency at their duties under close, expert observation.
- Ongoing inspections ensure security professionals consistently meet your expectations.
- Inspections provide positive reinforcement, solicit feedback and promote communications among supervisors and field personnel.
- Inspections allow us to identify any areas that need improvement or perhaps suggest changes in post orders that will result in better service.

## Post Orders

To Allied Universal, post orders represent the playbook that guides the day-to-day activities of the entire account security team. Post orders differ widely among contract security services firms. While some treat post orders as a little more than a telephone directory, Allied Universal takes a far more serious approach. Post Orders and Standard Operations Procedures Manuals are essential components of our security programs. Our local managers create, implement and update these manuals in collaboration with our clients, while our security professionals refer to them consistently. For your terminal, post orders will include all current service data and requirements, information we follow strictly and continuously.

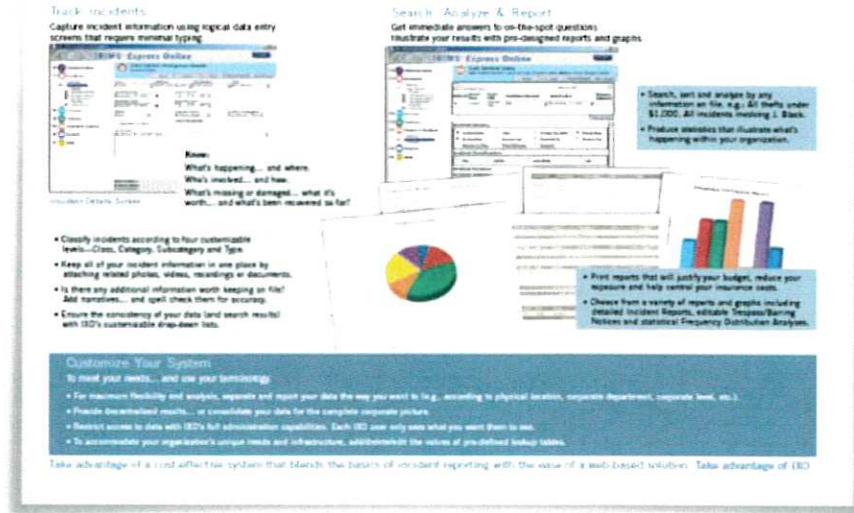
## Reporting

Allied Universal develops dozens of easy to use reports in real-time that may impact Jefferson County current and future security needs. We collect the data you need! Reports most commonly requested by Allied Universal clients include: 1) Incident, 2) Inspection, 3) Training Compliance, 4) Daily Activity, 5) Invoicing and 6) Quality Assurance.

Reports are instantly available through eHub, our secure client website, or through your Allied Universal manager, utilizing WinTeam®, at any desired frequency. WinTeam, Allied Universal's fully integrated payroll, billing and scheduling system, automates and enhances our core business functions and allows us to create customized reporting for our clients. The WinTeam scheduling system also allows us to provide: shift personnel schedules; warnings on overtime and scheduling

conflicts; performance criteria; personnel information; streamlined payroll and billing for accurate and timely data, and; detailed reports to Jefferson County.

Allied Universal regularly trends dozens of reports to make sure your security program is running efficiently and to proactively drive improvements. A variety of customized reports can be tailored to your needs. All report information can be analyzed, arranged, displayed, or otherwise custom formatted to meet your specific requirements.



## Incident Reporting

Accurate incident reporting is essential in emergency situations, especially those cases that might involve police investigations or insurance companies. A regular review of incident reports from your terminal can also identify any security trends that may indicate a need for adjustments to your program. Our security professionals are trained in report writing to ensure accurate, detailed and clear information.

Each security professional will provide a report for any circumstances that require explanation, such as assistance of emergency units or notification of civil authority. Such incidents also include accidents, personal injuries and criminal activity. We maintain a file of incident reports on-site along with a summary report, if necessary.

## Allied Universal's Service Delivery Model

Our client focused service delivery model will help to ensure your evolving needs are met through our innovative approach to security and dedication to client satisfaction.

You will have peace of mind knowing that Allied Universal implements a formal four-step process, DX4 (Discover, Develop, Deliver, Document), to understand and meet your needs, and bring continuous improvement to your security program. And, we will meet with you regularly to review progress and make value visible.

During the **DISCOVER** stage, we will learn what matters most to you. Your current concerns, existing priorities and future expectations will be fully uncovered and understood.

We will then **DEVELOP** a customized plan tailored to meet your needs and priorities. This plan is documented and includes performance standards so results can be monitored and tracked.

Our ultimate goal is to continually **DELIVER** what is important to you, visibly and measurably. We conduct formal Operations Business Reviews (OBRs) to review accomplishments, create benchmarks for future reviews and establish measurable goals. These client OBRs are an essential part of the Allied Universal Service Model.

We will review your security program with you on a regular basis to ensure it is successful and meeting your expectations. We **DOCUMENT** each client contact, and track and trend all initiatives as well as any incidents that may occur in an effort to drive operational excellence.

We believe in partnering with our clients and because of that, we will be immersed in your culture and as dedicated to your security program as you are. When you partner with Allied Universal, value to the Jefferson County security program will be made visible through accountability, transparency, measurement, responsiveness and engaged management and staff.

### Customer Action Plan

We utilize a formal Customer Action Plan for any and all issues that could arise at your account, which documents your concerns and assigns a due date and responsible party to correct the situation. Once the issue is addressed and properly handled, we ask that you sign the Customer Action Plan Form to acknowledge that those concerns were addressed successfully.



## Allied Universal Service Assurance Center

While local management will serve as the County's primary contact, additional resources are available during and after normal business hours through our Service Assurance Center. Inquiries are logged into our database and assigned a case number. All cases are monitored to ensure action plans are developed and executed in a timely fashion. To ensure results are delivered to your satisfaction, every case is tracked electronically until resolved.

The Allied Universal Service Assurance Center is available to assist the County after hours, and for special emergency needs.

### Allied Universal Service Assurance Center Advantages



#### Service Assurance Center



#### 24/7/365

Operates round-the-clock.



#### Calls Forwarded

Branch office calls are forwarded at the close of each business day.



#### Crisis Communication

Hub for crisis management communications support: hurricanes, blizzards and floods.



#### Special Coverage

Communication conduit for clients' emergency coverage needs.



#### Scheduling Support

Oversees/monitors all Security Professional schedules, which helps ensure accurate client payroll and billing.



#### Immediate Notification

Dispatches calls/messages immediately to the appropriate manager (home phone, pager, cell phone).

## Recruiting for the Right Fit

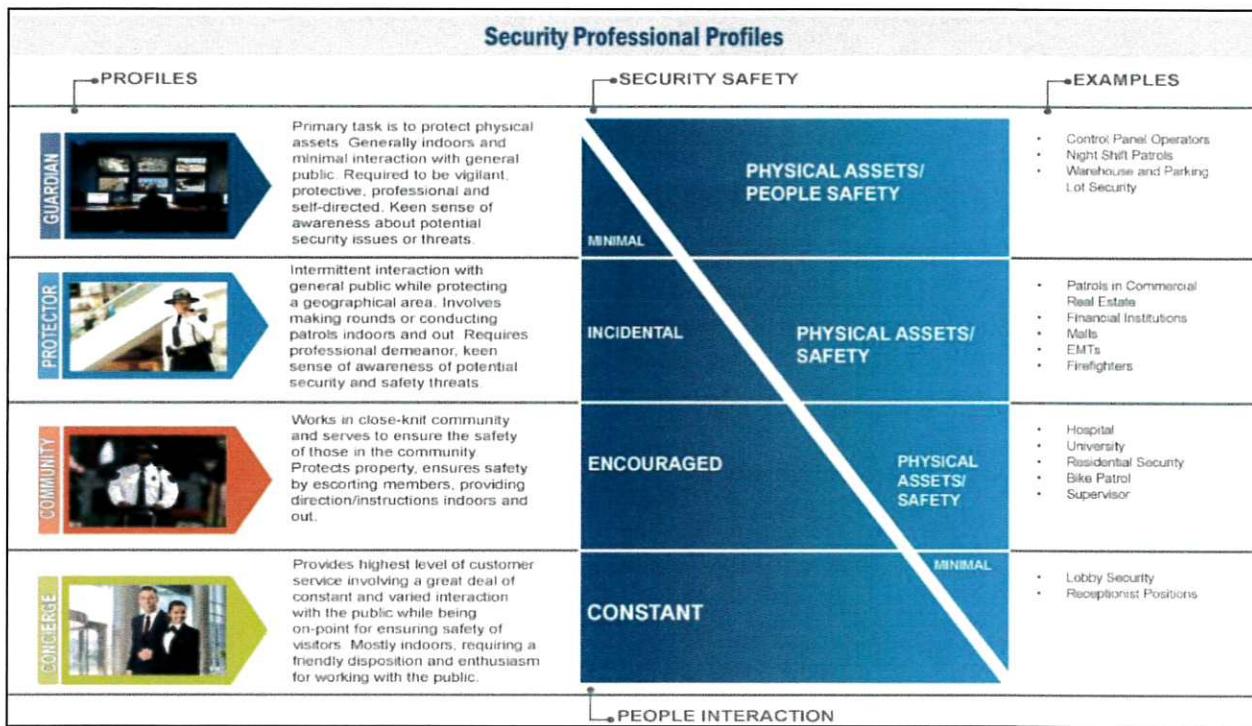
We start by carefully recruiting and screening highly trained security officers who are sensitive to your unique business environments. To ensure high quality employees that are the right fit and have the right skills for your facilities, Allied Universal uses an automated, highly customized Applicant Tracking System, Allied Universal|Gateway<sup>SM</sup>. **In addition to completing our standard application information, candidates also answer questions related to their preferences for type of work environment.** These preferences correspond with profiles developed by an industrial psychologist, which allow for successful personnel to position matching. Our ultimate recruiting goal is to find the best qualified candidate for every post. This translates into improved security professional quality and better results for Jefferson County.

Once the right candidate is cleared through our screening process, they are provided the necessary training to stand post at your facility. After each training program is delivered, knowledge is tested to ensure security professional comprehension. You have peace of mind knowing that security professionals are well-trained and prepared to exceed your expectations. Compliance tracking through the Allied Universal EDGE allows training to be accurately recorded and reported. eHub includes a compliance module that captures training records and is accessible to you in real time by smartphones or computers. These systems enable trainers and managers to track security professional progress through initial, specialty and refresher training, verify compliance, and discuss training status with you at any time. The compliance tracker monitors requirements by service location and post, as well as any state or local regulations. This ensures employees assigned to you, including temporary employees, always meet your requirements.

Once on post, we provide our security professionals with the necessary resources and support to man their post successfully. We will expertly manage your account and security program. Your account is managed by a local team that knows your security needs. Your local team is supported by accessible, accountable management resources that focus on quality and response. In addition, we provide a proprietary web-based client portal that gives you access to your account when and where it's convenient for you.

In addition, Management will inspect our Security Professionals and Site Leadership on a regular basis and annual evaluations will be performed on each employee.

The **Guardian, Protector, Community** and **Concierge** profiles are based on the level of people interaction, physical asset protection, and safety awareness that each position requires. At Allied Universal, we are not looking to fill a position with just any candidate. We go the extra mile to dig deeper to find the right person for you. When our employees are well matched to the position requirements, they stay longer in their position, will be better engaged in their day-to-day responsibilities, and provide better service for you. Our ultimate recruiting goal is to find the best qualified candidate for every post which translates to improved security professional quality and better results for Jefferson County.



**Hire Our Heroes<sup>SM</sup>** - Allied Universal Security Services is committed to hiring veterans, reservists, their families and caregivers, and promoting this important hiring practice. Since 2013, more than 25,000 heroes have been hired as part of our Hire Our Heroes initiative. Our nation's military personnel are well trained, responsible and dedicated to serving their country and their communities. Reservists and veterans possess the leadership qualities and skills needed to provide the high level of security services that our clients need and Allied Universal demands. Allied Universal has partnered with these military assistance groups to ensure that our service men and women have opportunities as they transition back to civilian life: **ESGR, Wounded Warrior Project, HireVeterans, H2H, National Guard, and Salute America's Heroes.**



**South East Texas Recruiting Manager John Hughes** and a team of local and regional resources dedicated to Talent Acquisition, partner with the Beaumont branch management to fill vacancies. Our Applicant Tracking System (ATS) is fully integrated with Operations and allows the team to drive candidates quickly through the process. The Recruiting team, in conjunction with Operations, uses the following sourcing streams to find the best candidates: Community-based Organizations, Social Media, a host of Internet Sites (Glassdoor, Indeed, CareerBuilder and ZipRecruiter), Internal Job Fairs targeted to locations in need, Colleges, Veterans Groups, and Employee Referrals (\$1000+ per referral).

**South East Regional Recruiter Joe Meras** and his team leads talent acquisition and recruiting for professional security officers for the New Orleans, East Texas and Corpus Christi branches. He oversees recruiting efforts and retention efforts for over 100 AUS customer sites including government, petrochemical plants, marine ports, aircraft services, commercial real estate and retail. Joe has been with Allied Universal since 2015 starting in the Houston office as a District Recruiter. Joe has spent his entire professional career (20 years) in corporate recruiting and contingent staffing. Before starting in recruiting, Joe served his country as a public affairs specialist in the U.S. Air Force.

### Screening, Application and Interview Process

The number one objective of the Allied Universal's screening process is to identify quality. We consider background, experience, communication and interpersonal skills, and fit for the position.

Allied Universal's standard background screening process includes:

- ✓ Application Review & Assessment
- ✓ Interviews
- ✓ Electronic I-9 and E-Verify
- ✓ Management Testing
- ✓ Social Security Trace
- ✓ Criminal Background Checks
- ✓ Ten Panel Pre-employment Drug Testing
- ✓ National Sex Offender Registry (except CA & NV by law)
- ✓ Motor Vehicle Report
- ✓ Security Professional Integrity/Honesty Assessment
- ✓ **Education and Employment Verification**
- ✓ Fitness for Duty

## Retention

The elements of staffing stability are complex and interwoven, and include adequate wages and benefits, proper hiring, competent supervision, comprehensive training, employee recognition and incentives, opportunities for advancement and on-going performance evaluations. Allied Universal is proud to have among the lowest turnover rates in the security services industry.

Many of our retention efforts are best illustrated through our incentive and recognition programs. Additionally, each of our management systems and solutions has elements designed to positively impact retention.



A great retention program means security professionals for Jefferson County are on board for the long term and are a reliable presence at your site.

*Approximately 88,000 of our security professionals have been employed with us longer than 12 mos.*

## Rewards and Recognition

Quality that is rewarded is repeated. Formal recognition for exemplary service supports our culture of quality. Employee recognition also has a way of inspiring others to perform at a higher level. At the heart of this effort is a sincere appreciation for hard work, good judgment and continuous improvement.

We strive to recognize and motivate our employees for remarkable achievements, outstanding performance of every day duties and for being a true asset to our team.

## World-class, Award-winning Training

Allied Universal is known as *the industry's training leader*, and we are continuously awarded for our distinguished learning and development programs. Awards are validation for you that Allied Universal is not only leading training in our industry, but is also on par with learning and development innovators across many sectors.

We invest in training resources to ensure our security professionals assigned to the Jefferson County sites are **prepared on Day 1** to interact with the range of people and effectively handle the different circumstances they will face daily, while ensuring that your mission is served.

Our award-winning learning and development program goes beyond traditional training and provides enhanced course offerings, compliance functionality and opportunities for employee growth. Our comprehensive training program is the starting point for security professionals' growth and development. A range of mandatory and voluntary training modules are offered pre-assignment, on-the-job and as continuing education as security professionals strive to stay current with industry trends and your evolving needs. Our dedicated training department consists of an experienced and creative team of professionals committed to keeping training innovative and informative. They support more than 50 professional and certified trainers across North America.

### Allied Universal Security Professional Training:

There are Five Phases of security professional onboarding and development.

1. New Employee Orientation
2. On-the-Job-Training Post Certification
3. Core Training
4. Quarterly Site Training
5. Vertical Market (Specialized)Training

**Allied Universal Institute** is the umbrella under which all formal training and development opportunities exist. Training is tailored for specific roles:

There are specific timeframes for completing each Phase, as well as testing guidelines to ensure comprehension.



- **Allied Universal Supervisor Training:** This is the next step for a supervisor and includes trainings such as Principles of Leadership, Time Management and Supervisor Essentials.
- **Allied Universal Management Training:** This includes courses on Security Management Essentials and must be completed when an employee moves into a managerial position.
- **Allied Universal Leadership Training:** This is for senior operational and business development leaders and includes Leadership Essentials, Coaching, Delegating, Process Improvement and Crisis Management courses.

The training outlined below represents an example of the curriculum for security professionals assigned to the Jefferson County sites:

<b>Core Training and Continuous Learning</b>	<p>Core Training consists of 20 lessons, each with an exam (80% score to pass) and must be completed within six months of hire; compliance is tracked through our online compliance management system (WinTeam).</p> <p>Topics include: Patrol and Observation, Post Orders, Note Taking and Report Writing, Exceptional Customer Care, First Aid, CPR and AED, Difficult People or Situations, Workplace Violence, Emergency Management, Indication of Terrorist Surveillance, and Bomb Threats</p>												
<b>OJT/Procedural Training</b>	<p>The "On-the-Job" Training program consists of an extensive checklist of general policies and procedures all officers must know to be successful at their worksite. This training is conducted in conjunction with the "OJT Guidebook," a manual that provides instruction for both the new employee and facilitator on how to execute this training. This program consists of site-specific training topics, including:</p> <table border="1" data-bbox="518 770 1481 1003"> <tr> <td>• Allied Universal's General Orders</td> <td>• Worksite Fire Emergency Procedures</td> </tr> <tr> <td>• Post Orders</td> <td>• Bomb Threat Procedures</td> </tr> <tr> <td>• Worksite Access Control Procedures</td> <td>• Use of Site-Specific &amp; Special Equip.</td> </tr> <tr> <td>• Chain of Command</td> <td>• Worksite Customer Service</td> </tr> <tr> <td>• Patrol Routes &amp; Procedures</td> <td>• Handling Hostility Crisis Intervention</td> </tr> <tr> <td>• Emergency Phone Numbers &amp; Medical Emergency Procedures</td> <td></td> </tr> </table>	• Allied Universal's General Orders	• Worksite Fire Emergency Procedures	• Post Orders	• Bomb Threat Procedures	• Worksite Access Control Procedures	• Use of Site-Specific & Special Equip.	• Chain of Command	• Worksite Customer Service	• Patrol Routes & Procedures	• Handling Hostility Crisis Intervention	• Emergency Phone Numbers & Medical Emergency Procedures	
• Allied Universal's General Orders	• Worksite Fire Emergency Procedures												
• Post Orders	• Bomb Threat Procedures												
• Worksite Access Control Procedures	• Use of Site-Specific & Special Equip.												
• Chain of Command	• Worksite Customer Service												
• Patrol Routes & Procedures	• Handling Hostility Crisis Intervention												
• Emergency Phone Numbers & Medical Emergency Procedures													
<b>Site-Specific Training</b>	<p>To ensure every officer assigned to the is familiar with the Jefferson County sites, each officer will receive site-specific training that includes:</p> <ul style="list-style-type: none"> <li>• Knowledge and familiarization of post locations</li> <li>• Individual badge holder responsibilities</li> <li>• Job tasks assigned to the individual, including a working knowledge of equipment required to perform the job in a first-class manner</li> <li>• County-approved procedures used by Allied Universal in the event of problems</li> </ul>												
<b>Firearms Training (Armed Positions)</b>	<p>Firearms training varies by state, but generally ranges from 20-40 hours, covering these or similar topics:</p> <ul style="list-style-type: none"> <li>• Use of firearms</li> <li>• Ethical and moral considerations of weapons use</li> <li>• Liability for acts while armed</li> <li>• Use of deadly force/the Force Continuum</li> <li>• Search, seizure and arrest procedures while armed</li> <li>• Firearms safety and maintenance</li> <li>• Fundamentals of Non-Lethal Weapons use</li> <li>• Qualification (Range practice, One day fire, Minimum qualification course typically of 50 rounds, minimum passing score 70 - 80 percent)</li> </ul>												
<b>OSHA Safety Training</b>	<p>Consists of Monthly safety training, safety quizzes and tests. Topics include: Accident &amp; injury reporting, Barricades &amp; barriers, Chemical safety, Fire prevention/ protection, Job safety analysis, Vehicle &amp; transportation safety</p>												

<b>Terrorism Awareness Training</b>	Allied Universal security professionals and managers train diligently to respond to any situation - regardless of the client site or industry. Every Allied Universal security professional, site supervisor and account manager completes Terrorism Awareness training.		
<b>Annual Refresher Training</b>	<ul style="list-style-type: none"> <li>• Anti-terrorism awareness</li> <li>• Behavioral recognition</li> <li>• Managing aggressive behavior</li> <li>• Customer Service</li> </ul>		
<b>Supervisory and Management Training</b>	Preparing for leadership roles at Allied Universal can be accomplished through our management training. Supervisory/ Management Training topics include: Employee Relations for Supervisors, Report Writing for Supervisors, Coaching & Counseling, Progressive & Attendance Discipline, Making Tough Decisions, Motivating Employees, and Thinking Strategically.		
<b>Additional Online Course Offerings</b>	More than 1,000 assets including training modules, webinars, videos and learning tools are available through the Allied Universal EDGE, our online learning management system. New topics are constantly added. Our employees have on-demand access, through eLearning, and in 2017, more than 1,000,000 courses were successfully completed through the EDGE.		

### Compliance Tracking

With Allied Universal as your security provider, your security professionals, including temporary security professionals, will be properly trained. Compliance tracking through the Allied Universal **EDGE** allows training completion to be accurately recorded and reported. Likewise, eHub includes a compliance module that captures training records and is accessible to you in real time by smartphones or computers. These systems enable trainers and managers to track security professional progress through initial, specialty and refresher training, verify compliance, and discuss training status with you at any time. The compliance tracker monitors and enforces requirements by service location and post, as well as any state or local regulations. This ensures the employees assigned to you always meet your requirements.

## Experience

**Allied Universal Security Services** has experience providing a wide range of security services nationwide at government and quasi-government facilities including:

- Access Control
- Alarm Response
- Armed Protective Services
- Canine Teams
- Control Centers and CCTV Operations
- Emergency/Alarm Response
- Escort Services
- Enforcing Policies/Procedures & State Laws
- Detecting, Reporting, Correcting Safety Hazards
- Fire Safety Officers
- Guard Force Protection
- Hazmat Responders
- Internal/External Patrols
- Patrol Services (Vehicle, Bike, Foot)
- Recruiting and Providing Cleared Personnel
- Security Technology Solutions
- Terrorism Awareness Training
- X-Ray, Magnetometer, Wand Device Operation

Allied Universal offers a security program designed to continue to offer **maximum protection** to the County through a combination of expertly trained security personnel and integration of the best in cost-efficient, technology solutions described later in the proposal.

Our unique advantage is based upon an ability to deliver responsive security services at the local level with the benefit of a national support network. There are some 200,000 security professionals currently serving their communities, and the Allied Universal management team includes some of the industry's most experienced, accomplished security executives. We set the standard for best practices, and we're distinguished by a commitment to operational excellence and customer satisfaction.

## Allied Universal Government Services

We understand the complexity of maintaining compliance with rules and regulations while providing the required security services and the need for qualified officers. Allied Universal Government Services provides security services to **275** municipal, state and Federal government clients across **500** individual sites nationwide, including single contracts covering up to **200** facilities. While each client contract is unique in scope and size, the Company provides both armed/unarmed services, vehicle and foot patrols, access control and CCTV/Security Operations Center staffing, Life/Fire Safety services, and all supervision and management of its security programs.

## Who We Serve

Allied Universal is recognized by our clients as the industry leader, specializing in force protection and access control to local, state and federal government facilities and agencies, including:

- Airports
- Business Improvement Districts
- City Administrative Services
- Consulates/Embassies
- Courts
- Federal, Civilian and Defense Contractors
- Federal Government Agencies
- International Financial Agencies
- Municipal, County and State Agencies
- Ports/Port Authorities
- Public Utilities
- Transportation/Transit Authorities

## Government Services Fast Facts

- **25,000,000** man-hours of armed and unarmed security services to Federal, state, and local governmental facilities nationwide annually
- **18,000** specially-trained Government Services contract security professionals
- **275** Federal, state, and local clients
- **500** government facilities; up to **200** locations under a single contract
- **Six (6) state-wide contracts** (Florida, Nevada, New York, New Jersey, Pennsylvania, Washington)

## National Coverage

Allied Universal is one of the largest providers of commercial security systems and services in North America and is recognized as the premier service provider in every market we serve





The following table lists various Allied Universal **municipal clients, county, state and Federal clients**, the hours per week of services provided, and when services began.

ALLIED UNIVERSAL CLIENT LIST	HOURS PER WEEK	CLIENT SINCE
<b>MUNICIPAL CLIENTS</b>		
City of New York, NY	38,000	2006
City of Dallas, TX	2,800	2015
City of Las Vegas, NV	600	2000
City of San Antonio, TX	4,000	2005
City of Miami Beach, FL	1,100	2015
City of Denver Water, CO	1,000	2016
City of Arvada, CO	800	2016
<b>COUNTY-WIDE CLIENTS</b>		
County of Broward, FL	5,000	2010
County of Miami Dade, FL	10,000	2009
County of San Bernardino, CA	6,000	2008
County of San Diego, CA	4,200	2008
County of Los Angeles, CA	36,000	2015
County of San Mateo, CA	2,500	2010
County of Ventura, CA	3,000	2015
Ada County, ID	1,500	2011
Clark County NV	1,500	2009
Hennepin County, MN	2,500	2014
County of Allegheny, PA	2,400	2012
Adams County, CO	700	2009
<b>STATE CLIENTS</b>		
State of Pennsylvania	1,000	2008
State of New Jersey	16,000	2008
State of Nevada	3,000	2010
State of Florida	4,000	2009
State of Texas	2,000	2005
<b>FEDERAL CLIENTS</b>		
US Dept of Homeland Security/FPS (NY, NY)	11,600	2013
US Dept of Homeland Security/FPS (WV/VA Panhandle)	5,576	2013
US Dept of Homeland Security/FPS (Tennessee)	5,480	2012

## Emergency Preparedness

Security personnel are your first responders and principal resource for helping to reduce business interruptions while keeping people, property and assets safe. An effective security team's role does not end with the day-to-day. Emergency preparedness must be part of a comprehensive security strategy.

Allied Universal will support Jefferson County, by working with you to implement meaningful and effective emergency response protocols, and ensuring security professionals and managers at your site are ready to respond. These efforts go above and beyond the robust security professional training initiatives that are central to your overall security program.

Allied Universal has a proven track record of collaboration and participation in emergency response planning and will partner with you to bring preparedness to the highest level. Emergency preparedness must surpass developing, maintaining and memorizing plans and procedures. Measures we implement and coordinate with you may include:

- **Inspections:** Inspectors and managers conduct unannounced evaluations and test security professionals on their knowledge of how to react to a range of scenarios. Results are reported through the client services portal. Inspections help ensure that security teams are continuously aware and critical plans and protocols are front of mind.
- **Tabletop Exercises:** Tabletop exercises prepare security, facilities and management teams for emergencies. Through scenario-based sessions, decisive thinking is strengthened and protocols are better understood.
- **Drills:** Coordinated to provide realistic demonstrations of emergency response, drills bring plans to life and probe for areas of improvement.
- **Information and Resources:** As emergency preparedness is everyone's responsibility, educational information for your stakeholders can make a critical difference. You can access Allied Universal's online Security Resource Center for valuable awareness information to share with your organization. Additionally, Allied Universal has aligned with best-in-class emergency preparedness experts who help you take your planning to the next level.

When partnering with Allied Universal, the County will benefit from emergency preparedness planning resources and best practices. As your liaison to local law enforcement agencies, professional associations such as ASIS and BOMA, local emergency management agencies, DHS and others, Allied Universal is on the forefront of emergency preparedness, sharing information and proactively addressing emerging threats.

Allied Universal is dedicated to providing our clients with the best prepared and most responsive security personnel. Security professionals are trained to identify and respond to emergencies and can act as your on-the-ground leader to initiate emergency response protocols, and quickly take action for you.

## Emergency Response

The unpredictable nature of a crisis means Jefferson County needs a well-planned response when the worst occurs. Whether it's a storm, a power outage, fire, act of terrorism, or protest, Allied Universal is prepared to respond with the support and leadership you need.

Allied Universal manages disaster and emergency response requests daily. The County will have peace of mind knowing that we have the experience to react quickly and assist with the following:

- Coordinating and directing emergency responders
- Activating emergency response plans
- Initiating communication systems
- Contacting local authorities
- Leading evacuations
- Establishing a communication center
- Directing media to a designated location
- Preventing access to damaged areas
- Securing the property even if your employees cannot reach the site
- Providing additional staff to meet your increased needs

### Emergency Response

During Hurricane Sandy, Allied Universal's teams took action to ensure the safety and security of our employees and clients.

"I personally observed the dedication of your security officers over this storm period and noted their willingness to report consistently and stand vigil through some very dangerous conditions. The Allied Universal security officers were on post and prepared." - *A client in New York*

These critical actions can significantly impact your ability to recover; the productivity, morale and safety of your employees; and your organization's brand. Allied Universal handles emergency and disaster situations of every size. From the tragic events of Hurricanes Katrina and Sandy to the Boston Marathon Bombings to annual seasonal storms, we activate the resources of our entire company to serve our clients, employees and others in need of assistance.

The Allied Universal manager overseeing your security will be your go-to resource for emergency response. They are well trained and experienced in dealing with emergencies. From security professional training and established response teams, to our **24/7 call center** and webinars and awareness resources available to you and your employees, Allied Universal's commitment to helping you prepare - and responding whenever needed - is unmatched.

Allied Universal will assist you in developing or revising emergency response procedures - and conduct the necessary drills - as this is a pivotal component of your safety and security program. Our local offices have their own emergency response plan as part of our company-wide business continuity plan. We are prepared so that we can **always focus on you**.

## Extra Coverage Requests

From time to time, the County may require supplemental security coverage for special events or emergencies. Allied Universal regularly staffs all types of requests and successfully handles thousands each year. **Each year, we provide over 1 million hours of extra coverage to our valued customers nationwide.** With more than 200,000 security professionals and over 180 offices, we have the people, resources, procedures and expertise to effectively deliver on all of Jefferson County's security staffing needs.

We make it easy for the County to request extra coverage. Simply contact your Allied Universal manager directly or utilize the extra coverage feature in the eHub client portal at any time to make a

request electronically. We work with you to assess the amount of staff and supervision needed and fulfill your requirements with carefully screened and trained security professionals. Your Allied Universal team is much broader than the security professionals you see daily. Cross-trained flex and part-time security professionals and managers are ready when you need them.

The level of quality, training and supervision that you'll experience with your permanent Allied Universal team will be consistent with your emergency or temporary staff. Regardless of the length of assignment, you can count on our quality commitments. Every step of the way, we will communicate with you to ensure that the extra coverage request is fulfilled, and services are delivered as promised.

Some of the extra coverage requests Allied Universal responds to include:

Types of Extra Coverage Requests			
 <b>Emergencies</b> And natural disasters.	 <b>Power Outages</b>	 <b>Protests</b>	 <b>Construction</b>
 <b>Strike Coverage</b>	 <b>Retail</b> Mall events.	 <b>Corporate Outings</b>	 <b>Dignitary/Celebrity Events</b>
 <b>Exhibits</b>	 <b>VIP Events</b>	 <b>Award Ceremonies</b>	 <b>CEO Speeches</b> And/or related events.

**Whether your extra coverage needs are for an advanced long-term project or a small, short notice request, Allied Universal has the resources and is ready to respond!**

## References

Identification of three (3) entities for which the Offeror is providing or has provided Security Services and Personnel of the type requested, including the name, position, and telephone number of a contact person at each entity.

Our clients can best speak to Allied Universal's commitment to quality security services. We have a reputation for becoming an integral part of our clients' security programs and building long-term relationships. Because they value the importance of a strong partnership with a contract security company, and because they appreciate all of our efforts, our clients are willing to speak with you about their experiences with us.

The information provided on the attached Vendor References form (page 49) represents clients of comparable complexity and sensitivity to the Jefferson County sites for whom Allied Universal is the contractor providing security services. These references are provided for the purpose of verifying Allied Universal's qualifying experience.

## Proposal Submittal Checklist

## Proposal Submittal Checklist

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

**THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE**

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Security Services and Personnel of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) *original* proposal to include a completed copy of this specifications packet in its entirety; and five (5) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications.

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

**PLEASE READ THE “PROPOSAL SUBMITTAL CHECKLIST” INCLUDED IN THIS PACKAGE.**

Universal Protection Service, LP d/b/a  
 Allied Universal Security Services  
 \_\_\_\_\_  
 Company  
 4345 Phelan Blvd, Suite 102, Beaumont, TX 77707  
 \_\_\_\_\_  
 Address  
 Suzanne McLaughlin  
 \_\_\_\_\_  
 Authorized Representative (Please print)  
  
 \_\_\_\_\_  
 Authorized Signature

409-842-4295  
 \_\_\_\_\_  
 Telephone Number  
 409-842-4905  
 \_\_\_\_\_  
 Fax Number  
 Business Development Manager  
 \_\_\_\_\_  
 Title  
 12-17-18  
 \_\_\_\_\_  
 Date

**Offeror Must Complete and Return This Page With Offer.**

## g. Cost Proposal (Appendix A of RFP)

## Cost Proposal (Appendix A)

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this RFP.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Uniformed Security Officer (unarmed) \$ 18.67 /hour

Uniformed Security Officer (armed) \$ 23.52 /hour

**Offeror Must Complete and Return This Page With Offer.**

## **h. Other information that may be helpful in the evaluation**

Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.

Allied Universal Security Services is not involved in any matter before a government commission and /or legal proceeding that we expect to have a material adverse effect on our business, financial condition or results of operations now or during the past five years. Allied Universal is subject to a number of regulatory requirements relating to its business, including state and local licensing, occupational safety and health, and wage and hour regulations. From time to time, in the ordinary course of its business, Allied Universal is subject to inspection or audit by Federal, state and local regulatory authorities, and in limited circumstances, such actions may result in minor regulatory action. In all such cases, we work with the regulatory agencies involved to take such corrective action as is needed to resolve the matter. There has been no such matter that has had, or is likely to have, an adverse impact on Allied Universal or its operations.

Allied Universal Security Services is not subject to investigations by any state or federal authorities, with the exception of routine regulatory investigations to which Allied Universal, like any organization in its industry is subjected to in the ordinary course of its business, such as background investigations related to pending license applications. From time to time Allied Universal has received communications from parties with whom we have a contract, alleging that Allied Universal has not performed a contract obligation. Frequently these issues result from good faith differences in contract interpretation or factual misunderstandings, which we address in a prompt and constructive manner.

## Insurance Requirements

Allied Universal has the necessary insurance to meet Jefferson County's insurance requirements. Below is a sample Certificate of Insurance.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 022721-ALL-GAWU-17-18	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Lexington Insurance Company		19437
INSURER B : Greenwich Insurance Company		22322
INSURER C : XL Insurance America		24554
INSURER D : Lloyds - Apollo Consortium - AAIN# AA-1122000		
INSURER E : XL Specialty Insurance Company		37885
INSURER F :		

COVERAGE	CERTIFICATE NUMBER:	REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		023058088	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 2,000,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
	X CONTRACTUAL LIABILITY					
	X SIR \$1,750,000					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:					
B	AUTOMOBILE LIABILITY		RAD9437818-01	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	X ANY AUTO					
	X OWNED AUTOS ONLY					
	X HIRED AUTOS ONLY					
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					
D	X UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		BOWCN170763	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 OTHER: \$
	DED <input type="checkbox"/> RETENTION \$					
	Y / N					
	E ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below					
	C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY E ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below					N / A
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER	CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
AUTHORIZED REPRESENTATIVE of Marsh USA Inc.	

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AGENCY CUSTOMER ID: 022721

LOC #: Philadelphia



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

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

Additional Named Insureds  
 Universal Services of America, LP  
 Universal Protection Service, LP  
 Universal Protection Service, LLC  
 Universal Protection Service of Seattle LLC  
 Universal Protection Security Systems, LP  
 SFI Electronics, LLC, dba Universal Protection Security Systems  
 Universal Thrive Technologies, LLC  
 Universal Building Maintenance, LLC  
 Peoplemark, LLC  
 Universal Protection Service of Canada Co., dba Allied Universal Security Services of Canada  
 Universal Protection Service of Canada Co., dba Allied Universal Security Services of Canada Co.  
 Guardsmark (Puerto Rico), LLC, dba Universal Protection Service, LLC  
 Guardsmark (Puerto Rico), LLC, dba Allied Universal Security Services, LLC  
 AB Capital Holdings, LLC, dba Allied Universal Security Services  
 Allied Security Holdings LLC, dba Allied Universal Security Services  
 AlliedBarton Security Services LP, dba Allied Universal Security Services  
 AlliedBarton Security Services LLC, dba Allied Universal Security Services  
 Spectaguard Acquisition LLC, dba Allied Universal Security Services  
 AB Intermediate Holdings, Inc., dba Allied Universal Security Services  
 C&D Enterprises, Inc.  
 AlliedBarton (NC) LLC, dba Allied Universal Security Services  
 Universal Protection Service, LLC, dba Allied Universal Security Services, LLC  
 Universal Protection Service, LLC, dba Allied Universal Security Services  
 Universal Protection Service, LP, dba Allied Universal Security Services, LP  
 Universal Protection Service, LP, dba Allied Universal Security Services  
 Variously dba Allied Universal Thrive Technologies and Allied Universal Building Maintenance  
 Apollo Security International, Inc.  
 Universal Building Maintenance, LLC dba Allied Universal Janitorial Services  
 SFI Electronics, LLC DBA Allied Universal Security Systems  
 Universal Protection Security Systems, LP DBA Allied Universal Security Systems  
 Universal Thrive Technologies, LLC DBA Thrive Intelligence  
 Universal Thrive Technologies, LLC DBA Allied Universal Monitoring and Response Center  
 Allied Universal Holdco, LLC

## Sample Schedule

This sample schedule and can be changed and altered accordingly per additional feed -back from Jefferson County team.

### Jefferson County Security Professional Schedule

#### Main Lobby

Employee Name	Phone #'s	Position	FRI	SAT	SUN	MON	TUE	WED	THUR	Hrs
		Supervisor	0730-1530	OFF	OFF	0730-1530	0730-1530	0730-1530	0730-1530	40
		Security Professional	0730-1730	OFF	OFF	OFF	0730-1730	0730-1730	0730-1730	40
		Security Professional	OFF	OFF	OFF	0730-1730	0730-1730	0730-1730	0730-1730	40
		Security Professional	0730-1730	OFF	OFF	0730-1730	XXX	XXX	XXX	20
										140

#### Basement

Employee Name		Position	FRI	SAT	SUN	MON	TUE	WED	THUR	Hrs
		Security Professional	0800-1700	OFF	OFF	0800-1700	0800-1700	0800-1700	0800-1200	40
		Security Professional	XXX	XXX	XXX	XXX	XXX	XXX	1200-1700	5
										45

#### North

Employee Name		Position	FRI	SAT	SUN	MON	TUE	WED	THUR	Hrs
		Security Professional	0800-1700	OFF	OFF	0800-1700	0800-1200	0800-1700	0800-1200	40
		Security Professional	XXX	OFF	OFF	XXX	1200-1700	XXX	XXX	5
										45

Total Hrs = 230

#### Mid County Tax Office, 4605 Jerry Ware Drive, Beaumont TX, 77705

Employee Name		Position	FRI	SAT	SUN	MON	TUE	WED	THUR	Hrs
		Security Professional	0800-1700	OFF	OFF	0800-1700	0800-1700	0800-1700	0800-1200	40
		Security Professional	XXX	OFF	OFF	XXX	XXX	1200-1700	XXX	5
										45

#### Tax Office – Subcourthouse, 525 Lakeshore Drive, Port Arthur TX, 77640

Employee Name		Position	FRI	SAT	SUN	MON	TUE	WED	THUR	Hrs
		Security Professional	0800-1700	OFF	OFF	0800-1700	0800-1200	0800-1700	0800-1200	40
		Security Professional	XXX	OFF	OFF	XXX	XXX	1200-1700	XXX	5
										45

Total Hrs= 90

One Armed Flex Security Professional

## Uniforms and Appearance

Your uniformed security professional should harmonize with the requirements of his or her position. A neatly uniformed, well-groomed security professional commands respect and authority and helps to project a professional image for Jefferson County. A security team who understands the importance of a neat and professional appearance and sets the highest industry standards for uniforms, accessories and personal grooming requirements will benefit your security program. The security professional is the first person your visitor's come in contact with. They are a direct reflection of the county and why it is important to select security professionals who take pride in their appearance each and every day.

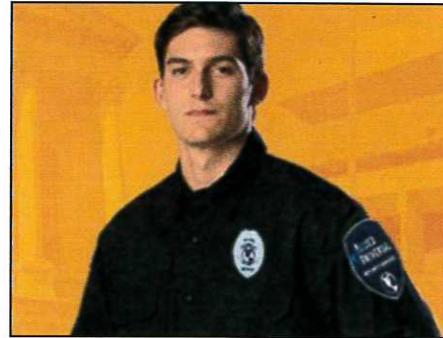
### 3-Step Uniform & Appearance Process:

- 1) Personnel who issue uniforms are trained to measure for proper fit
- 2) Security professionals are trained on how to wear the uniform properly
- 3) Inspections ensure security professionals are dressed correctly. When uniform pieces need replacement, action is taken in a timely manner.

Our **Grooming Standards** include guidelines on: hair, facial hair, personal grooming, & jewelry

### Battle Dress Uniform (BDU)

When a military/law enforcement look for field service is required, our Battle Dress Uniform (BDU) will meet your needs. The Tactical Uniform is appropriate for armed posts that require advanced mobility. It is available with short or long sleeves. These security professionals present well for their setting and the client is represented with a strong, enforcing security presence.



### Military Uniforms

This style is ideal because your security program demands a high level of visibility and an authoritative security presence to help deter crime. The Allied Universal security professional will always look professional and positively represent your brand. The components of the military uniform include:

- Shirts in blue, white, tan or gray
- Shoulder epaulets
- Two pleated chest pockets with three-point flaps
  - Permanent military creases
  - Reinforced sewn-in badge tab
  - Pleated pockets with pen slot
  - Three-point scalloped flaps
- Flat front uniform pants in black, navy or heather gray
- Duty belt



## MILITARY STYLE

Several shirt options and a military tie impart an authoritative air and high visibility.

Any security program will be enhanced by Allied Universal's Military uniform options.

This style is ideal for security programs that demand a high level of security presence.

- Shirts in blue, white or gray
- Shoulder epaulets
- Two pleated chest pockets with three-point flaps
  - Permanent military creases
  - Reinforced sewn-in badge tab
  - Pleated pockets with pen slot
  - Three-point scalloped flaps
- Flat front uniform pants in black, navy, heather gray
- Duty belt



## Armed Security Professionals

Allied Universal provides the highest quality security professionals (both armed and unarmed), experienced management and award-winning training to implement a comprehensive security program. For more than 60 years Allied Universal has been providing armed security professional services across the United States. We currently employ more than 5,200 armed professionals in Arizona, California, Colorado, Washington D.C., Florida, Georgia, Illinois, Kansas, Maryland, Minnesota, Michigan, Nevada, North Carolina, New York, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Virginia and Washington.

All armed security professionals must meet Allied Universal's strict hiring, background, and security professional training standards. Additionally, armed security professionals are required to meet, or exceed, all federal, state and local laws and regulations with respect to firearms and less-than-lethal weapons licensing, training and qualification.

## Armed Personnel Recruitment

Applicant must:

- Be 21 years of age
- Be a citizen of the United States and/or legally authorized to work in the U.S.
- Have high school diploma or GED
- Not suffer from any mental or physical infirmity which would prevent the safe handling and operation of a handgun
- Provide a valid driver's license and have access to transportation
- Have no disqualifying criminal convictions applicable to state licensing regulations, the Federal Gun Control Act of 1968 which bars misdemeanor crimes of domestic violence, and the (often higher standard) Pennsylvania Private Detective Act of 1954

Allied Universal's recruitment is targeted at, but not limited to, individuals with a background in or experience as:

- Military/Military Police
- Police/Peace Officers
- Corrections Officers

## Armed Personnel Screening

- Comprehensive Review of Completed Application
- Initial Interview to assess timeliness, appearance, communication skills and personality
- Social Security Check
- Criminal Background Check
- A fingerprint-based national check through a State Identification Bureau and the FBI Integrated Automated Fingerprint Identification System where permitted by state code or regulation
- A name-based statewide and/or county criminal history records search
- County by county searches are conducted based on:
  - Residences or names which are discovered through a Credit Check or Social Security Number Check
  - The location of listed residences
- Both felony and misdemeanors are searched
- Conviction and (where permitted by state law) pending prosecution searched
- In addition to meeting relevant state requirements, as a matter of Allied Universal policy applicants must not have a conviction for any of the following<sup>1</sup>:

- Any felony conviction
- Illegally using, carrying or possessing a pistol or other dangerous weapon
- Making or possessing burglar's instruments
- Burglary
- Buying or receiving stolen property
- Unlawful entry of a building
- Corruption of Minors
- DWI/DUI within three years of application
- Forgery, Fraud, Deceptive Practices or False Report
- Aiding escape from prison
- Unlawfully possessing or distributing habit forming narcotic drugs
- Theft, Shoplifting, Larceny or Picking pockets or attempting to do so
- Soliciting any person to commit sodomy or other lewdness
- Recklessly endangering another person, including manslaughter
- Harassment and Stalking
- Kidnapping
- Making Terroristic Threats
- Aggravated Simple Assault, Sexual Assault, Indecent Assault and Battery, Fighting
- Rape, Involuntary Deviate Sexual Intercourse
- Indecent Exposure
- Incest
- Sexual Abuse of Children, Child Abuse, Child Endangerment
- Dealing in Infant Children
- Unlawful Restraint
- Resisting Arrest
- Trespass/Loitering
- Prior Employment Verification (minimum two references)
- Pre-employment ten-panel drug screen
- Secondary Interview with account manager or client representative

## Firearms Training

Firearms training varies by state, but generally ranges from 20-40 hours, covering these or similar topics:

- Use of firearms
  - Ethical and moral considerations of weapons use
- Liability for acts while armed
- Use of deadly force/the Force Continuum
- Search, seizure and arrest procedures while armed
- Firearms safety and maintenance
- Fundamentals of Non-Lethal Weapons use
- Qualification (Range practice, One day fire, Minimum qualification course typically of 50 rounds, minimum passing score 70 - 80 percent)
- Successful completion of written examination with a minimum passing score

<sup>1</sup>Pursuant in part to the Pennsylvania Private Detective Act, Pennsylvania Statutes Annotated, Title 22.

Allied Universal Security Services, is duly licensed by the Texas Department of Safety under license number B15802.



## REQUIRED FORMS

## Non-Disclosure Agreement

## Non-Disclosure Agreement

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In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: N/A

Title: N/A

Date: 12-17-18

**Offeror Must Complete and Return This Page With Offer.**

## Vendor References

## 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: Valero Energy

Address: 1801 S. Gulfway Drive, Port Arthur, Texas 77640

Contact Person and Title: Greg Anderson, Global Security Director

Phone: 210- 345-4845 Fax: \_\_\_\_\_

Email: greg.anderson@valero.com Contract Period: 2009 to present

Scope of Work:  
access control, perimeter patrol MTSA regulated

### REFERENCE TWO

Government/Company Name: Phillips 66 Beaumont Terminal

Address: 128 Magnolia Ave, Nederland, Texas 77627

Contact Person and Title: Kasey Brown, FSO

Phone: 409-344-1176 Fax: \_\_\_\_\_

Email: Casey.R.Brown@p66.com Contract Period: Q1 2016 to present

Scope of Work:  
access control, perimeter patrol, MTSA regulated

### REFERENCE THREE

Government/Company Name: Flint Hills Resources

Address: 4241 Savannah Ave, Port Arthur, TX 77640

Contact Person and Title: Mark Flowers, Security/Safety Manager

Phone: 409-300-6755 Fax: \_\_\_\_\_

Email: mark.flowers@fhr.com Contract Period: 2017 to present

Scope of Work:  
access control, perimeter patrol, CFATS regulated

## Signature Page

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(

## Signature Page

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

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

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

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

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other Offeror or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the Offeror 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 proposal or not to submit a proposal thereon.

Universal Protection Service, LP d/b/a  
 Allied Universal Security Services  
 Offeror (Entity Name)

4345 Phelan Blvd, Suite 102  
 Street & Mailing Address

Beaumont, TX 77707  
 City, State & Zip

409-842-4295  
 Telephone Number

suzanne.mclaughlin@aus.com  
 E-mail Address

  
 Signature

Suzanne McLaughlin  
 Print Name

12-17-18  
 Date Signed

409-842-4905  
 Fax Number

**Offeror Must Complete and Return This Page With Offer.**

## Conflict of Interest Questionnaire

## Conflict of Interest Questionnaire

**CONFFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

N/A

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

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

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

N/A

Name of Officer

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

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

Yes  No

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

Yes  No

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

Yes  No

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

**4**

N/A

Signature of vendor doing business with the governmental entity

\_\_\_\_\_

Adopted 8/7/2015

**Offeror Must Complete and Return This Page With Offer.**

## **Local Government Officer Conflicts Disclosure Statement**

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

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>												
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>														
<p>1 Name of Local Government Officer</p>	<p><b>N/A (Not Applicable)</b></p>													
<p>2 Office Held</p>	<p><b>N/A</b></p>													
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>	<p><b>N/A</b></p>													
<p>4 Description of the nature and extent of employment or other business relationship with vendor named in item 3</p>	<p><b>N/A</b></p>													
<p>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Date Gift Accepted</td> <td style="width: 25%; text-align: center;"><b>N/A</b></td> <td style="width: 25%;">Description of Gift</td> <td style="width: 25%; text-align: center;"><b>N/A</b></td> </tr> <tr> <td>Date Gift Accepted</td> <td style="text-align: center;"><b>N/A</b></td> <td>Description of Gift</td> <td style="text-align: center;"><b>N/A</b></td> </tr> <tr> <td>Date Gift Accepted</td> <td style="text-align: center;"><b>N/A</b></td> <td>Description of Gift</td> <td style="text-align: center;"><b>N/A</b></td> </tr> </table> <p style="text-align: center;">(attach additional forms as necessary)</p>		Date Gift Accepted	<b>N/A</b>	Description of Gift	<b>N/A</b>	Date Gift Accepted	<b>N/A</b>	Description of Gift	<b>N/A</b>	Date Gift Accepted	<b>N/A</b>	Description of Gift	<b>N/A</b>
Date Gift Accepted	<b>N/A</b>	Description of Gift	<b>N/A</b>											
Date Gift Accepted	<b>N/A</b>	Description of Gift	<b>N/A</b>											
Date Gift Accepted	<b>N/A</b>	Description of Gift	<b>N/A</b>											
<p>6 AFFIDAVIT</p>	<p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: center;"><b>N/A</b></p>													
<p>Signature of Local Government Officer</p>														
<p>AFFIX NOTARY STAMP / SEAL ABOVE</p>														
<p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p>														
<p>Signature of officer administering oath</p>	<p>Printed name of officer administering oath</p>	<p>Title of officer administering oath</p>												

Adopted 8/7/2015

**Offeror Must Complete and Return This Page With Offer.**

## Good Faith Effort (GFE)

## Good Faith Effort (GFE)

### DETERMINATION CHECKLIST

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

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

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

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

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

Suzanne McLaughlin

Printed Name of Authorized  
Representative

  
Signature

Business Development Manager

Title

12-17-18

Date

**Offeror Must Complete and Return This Page With Offer.**



Allied Universal Security Services has selected "No" on Determination Checklist (Good Faith Effort) (GFE) Form.

Based on the scope of work and specialized services required for this RFP for Jefferson County which includes armed and unarmed security officer services, it was determined that Allied Universal would not solicit or use a subcontractor of any type on this important job for Jefferson County. Zero HUB subcontractor participation due to the specialized nature of these job requirements.

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

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

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

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

Yes  No

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

---

Contractor Name: Allied Universal Security Services HUB: Yes  No

Address: 4345 Phelan Blvd, Suite 102 Street Beaumont City Texas State 77707 Zip

Phone (with area code): 409-842-4295 Fax (with area code): 409-842-4905

Project Title & No.: Security Services and Personnel for Jefferson County - RFP 18-049/YS

Prime Contract Amount: \$310,398.00

---

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

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

Address: N/A Street City State Zip

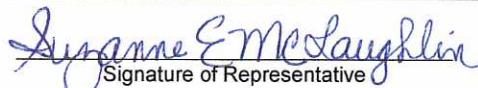
Phone (with area code): N/A Fax (with area code):  

Proposed Subcontract Amount: \$ N/A Percentage of Prime Contract:   %

Description of Subcontract Work to be Performed: N/A

---

Suzanne McLaughlin  
Printed Name of Contractor Representative

  
Signature of Representative

12-17-18  
Date

N/A  
Printed Name of HUB

N/A  
Signature of Representative

N/A  
Date

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

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

**Offeror Must Complete and Return This Page With Offer.**

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

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

PAGE 1 OF 4

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

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

Yes  No

Prime Contractor: Allied Universal Security Services

HUB:  Yes  No

HUB Status (Gender & Ethnicity): N/A

Address: 4345 Phelan Blvd, Suite 102      Beaumont      Texas      77707  
Street      City      State      Zip

Phone (with area code): 409-842-4295      Fax (with area code): 409-842-4905

Project Title & No.: Security Services      IFB/RFP No.: RFP 18-049/YS

Total Contract: \$310,398.00      Total HUB Subcontract(s): \$ N/A

Construction HUB Goals: 12.8% MBE: N/A      %      12.6% WBE: N/A      %

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

### FOR HUB OFFICE USE ONLY:

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

### PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

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

Address: N/A      Street      City      State      Zip

Contact person: N/A      Title: N/A

Phone (with area code): N/A      Fax (with area code): N/A

Proposed Subcontract Amount: \$ N/A      Percentage of Prime Contract: N/A      %

Description of Subcontract Work to be Performed: N/A

**Offeror Must Complete and Return This Page With Offer.**



# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

## HUB SUBCONTRACTOR DISCLOSURE

### PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

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

Address: N/A Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: \$N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

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

Address: N/A Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: \$ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

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

**Offeror Must Complete and Return This Page With Offer.**



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

**PAGE 3 OF 4**

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

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

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

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

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

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

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

Subcontractor Name: N/A

Address: N/A Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: \$N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

Subcontractor Name: N/A

Address: N/A Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: \$N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

**Offeror Must Complete and Return This Page With Offer.**



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

**PAGE 4 OF 4**

Subcontractor Name: N/A

Address: N/A  
 Street City      State      Zip

Contact person: N/A      Title: N/A

Phone (with area code): N/A      Fax (with area code): N/A

Proposed Subcontract Amount: \$ N/A      Percentage of Prime Contract: N/A      %

Description of Subcontract Work to be Performed: N/A

Subcontractor Name: N/A

Address: N/A  
 Street City      State      Zip

Contact person: N/A      Title: N/A

Phone (with area code): N/A      Fax (with area code): N/A

Proposed Subcontract Amount: \$N/A      Percentage of Prime Contract: N/A      %

Description of Subcontract Work to be Performed: N/A

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

Name (print or type) Suzanne McLaughlin

Title: Business Development Manager

Signature: Suzanne McLaughlin

Date: 12-17-18

E-mail address: suzanne.mclaughlin@aus.com

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

Name (print or type): Theresa Johnson

Title: Operations Manager

Date: 12-17-18

E-mail address: theresa.johnson@aus.com

## Residence Certification/Tax Form

## Residence Certification/Tax Form

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

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

- I certify that Universal Protection Service, LP d/b/a Allied Universal Security Services [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	33-0973846
Company Name submitting bid/proposal:	Universal Protection Service, LP d/b/a Allied Universal Security Services
Mailing address:	4345 Phelan Blvd, Suite 102, Beaumont, TX 77707
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	
N/A	

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

Jefferson County Tax Acct. No.*	Property address or location**
	4345 Phelan Blvd, Suite 102, Beaumont, TX 77707

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

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

**Offeror Must Complete and Return This Page With Offer.**

## Bid Affidavit

## Bid Affidavit

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

STATE OF Texas

COUNTY OF Bexar

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

on this day personally appeared Kevin Thaxton, who  
(name)

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

"I, Kevin Thaxton (name) am a duly authorized officer of/agent for Allied Universal Security Services (name of firm) and have been duly authorized to execute the foregoing on behalf of the said Universal Protection Service, LP d/b/a Allied Universal Security Services. (name of firm)

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

Name and address of bidder: Universal Protection Service, LP d/b/a Allied Universal Security Services

4345 Phelan Blvd, Suite 102, Beaumont, TX 77707

Fax: 409-842-4905 Telephone# 409-842-4295  
by: Kevin Thaxton Title: Vice President of Sales – Central Region  
(print name)

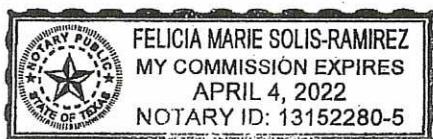
Signature: Kevin Thaxton

SUBSCRIBED AND SWORN to before me by the above-named

on

this the 14 day of December, 2018.

Felicia Marie Solis-Ramirez  
Notary Public in and for  
the State of Texas



**Offeror Must Complete and Return This Page With Offer.**

Universal Protection Service, LP  
d/b/a Allied Universal Security Services  
4345 Phelan Blvd, Suite 102  
Beaumont, Texas 77707

## **SEALED PROPOSAL**

**PROPOSAL NO: RFP 18-049/YS**

**PROPOSAL NAME:** Security Services and Personnel for Jefferson County

**PROPOSAL DUE DATE/TIME:** 11:00 AM CDT, Tuesday, December 18, 2018

**Jefferson County Purchasing Department**  
**Attention: Deborah L. Clark, Purchasing Agent**  
**1149 Pearl Street, 1<sup>st</sup> Floor**  
**Beaumont, Texas 77701**

CONTRACT # IFB 18-036/YS  
 Burial# \_\_\_\_\_  
 Reference(s) # \_\_\_\_\_

*Hillcrest Memorial Gardens, Inc.*  
 P.O. Box 2060  
 4560 Hwy 87 South  
 Orange, Texas, 77631-2060  
 (409) 735-7145

*Orange Forest Lawn*  
 P.O. Box 2060  
 2312 Irving  
 Orange, Texas 77631-2060  
 (409) 735-7145

*Claybar Haven of Rest Cemetery & Crematory*  
 P.O. Box 27  
 Hwy 90 at Green Pond Road  
 Beaumont, Texas 77704  
 (409) 892-3456

Date Oct 15, 2017

## PURCHASE AGREEMENT

I, (We), JEFFERSON COUNTY PUBLIC HEALTH DEPT

REF #IFB 18-036/YS

Address 1149 PEARL ST

BEAUMONT, TX 77701

Email \_\_\_\_\_

Phone 409-835-8530

hereby agree to purchase subject to the provisions on the reverse side of this agreement and the rules and regulations of:

Hillcrest Memorial Gardens, Inc.  Orange Forest Lawn

Claybar Haven of Rest & Crematory

(Hereinafter called "The Memorial Park") the number of interment, entombment, or inurnment space in the location described and any service or merchandise as so stated, at the price and terms as follows:

**PROPERTY DESCRIPTION** SERENITY

Garden \_\_\_\_\_  
 Section \_\_\_\_\_ Lot \* \_\_\_\_\_ Block \* \_\_\_\_\_ Spaces \* \_\_\_\_\_  
 Section \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Spaces \_\_\_\_\_  
 No. of spaces \_\_\_\_\_ Square Feet \_\_\_\_\_  
 Mausoleum Unit \_\_\_\_\_  
 Crypt \_\_\_\_\_ Level \_\_\_\_\_

Special Note: if any item listed below is in reference to  
 Memorialization, Granite, scrolls and/or Service  
 Arrangements an appropriate "MEMORIAL ORDER  
 AND/OR "REQUEST AND AUTHORIZATION" must be  
 completed and made part of this agreement.

**MERCHANDISE - PROPERTY - SERVICES**

Price itemization:

QTY	ITEM DESCRIPTION	COST
20	A. Ground Space .....	\$ 245.96
		\$ 4,919.20
-----	B. Mausoleum .....	\$
-----	C. Niche .....	\$
-----	D. Discount .....	\$
-----	Net Property sale (A,B, or C-D) .....	\$
20	Perpetual Care.....	\$ 59.04/ea
1	Deed Fee.....	\$ 1,180.80
	Liner Installation Fee.....	\$ 50.00
	Opening & Closing.....	\$
	E. Memorial .....	\$
	Memorial Inst. Fee .....	\$
	F. Granite Base .....	\$
	G. Memorial Discount .....	\$
	MISC.....	\$
	Net Memorial Sales (E or F-G) .....	\$
	Sales Tax .....	\$
TOTAL PRICE (target) .....		\$
Allowance(s) .....		\$
Other Applicable Discounts .....		\$
ADJUSTED SALES PRICE .....		\$ 6,150.00

**CREDIT DISCLOSURES**

ADJUSTED SALES PRICE ..... \$ 6,150.00

Less Cash Down Payment ..... \$

Amount Financed ..... \$

Annual Percentage Rate ..... %

FINANCE CHARGE ..... \$

TOTAL of PAYMENTS (Amount financed  
 + finance charge)..... \$

Deferred Payment Price (total sales  
 price + finance charge)..... \$

**PAYMENT SCHEDULE**

Number of Installments ..... \$

Payable (Mo, Quart, Ann) ..... \$

..... # equal installments of ..... \$

And one final installment of ..... \$

TOTAL AMOUNT OF ALL INSTALLMENTS

(must equal total of payments  
 as itemized above) ..... \$

\$ 6,150.00

First Installment Due \_\_\_\_\_

CFH/CKW/FF Contract # \_\_\_\_\_

\* SEE SEPARATE ATTACHMENT FOR LOT, BLOCK, & SPACE DESCRIPTIONS.

NOTATIONS \_\_\_\_\_

All payments will be applied to cemetery property first, then to other purchases. A memorial may not be set until all spaces are paid in full. The selling price of memorials purchased includes installation in "The Memorial Park". Charges for scrolls and/or inscriptions for memorials not included in any pre-need price and will be a just expense at need.

**RIGHTS OF PURCHASER AND SELLER**

Buyer is entitled to and acknowledges receipt of a copy of this agreement and the Notice of Cancellation printed below at the time Buyer(s) sign(s) this agreement. All parties have read and understand the terms and provisions of this agreement and all parties hereunder and when signed by the purchaser and signed by and accepted by an Executive Officer of "The Memorial Park" this agreement shall become effective and shall be binding on the parties hereto, their heirs, personal representatives and successors subject to the right of cancellation described hereafter. This agreement contains a complete agreement between the parties and no agent or representative has any authority to modify, add to or change the terms or conditions set forth herein 1. Do not sign this contract before you read it or if it has any blank spaces. 2. You are entitled to an exact copy of the contract you sign. 3. Under the law you have the right, among others, to pay in advance the unpaid balance due under this contract and to obtain under certain conditions a partial refund of the Finance Charge. **BUYER'S RIGHT TO CANCEL: IF THIS SALE WAS SOLICITED BY THE SELLER OR HIS REPRESENTATIVE AT A PLACE OTHER THAN SELLER'S PLACE OF BUSINESS, YOU, THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD DAY AFTER THE DATE OF THIS TRANSACTION.**

I (We) have read this contract, including the back, and received a copy of the agreement IN WITNESS WHEREOF, the Buyer has executed this

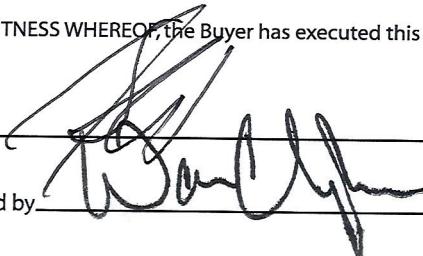
15th day of October, 2019

Buyer \_\_\_\_\_  
Jefferson County Judge  
 JEFFERSON COUNTY PUBLIC HEALTH DEPT.

Issue Deed to \_\_\_\_\_

FSA

Accepted by \_\_\_\_\_





# CLAYBAR

Haven of Rest Cemetery

US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

October 3, 2019

Mrs. Johnnie Roberts  
Jefferson County Public Health Dept.  
1295 Pearl St.  
Beaumont, TX 77701

Dear Johnnie,

In July, you requested requested fifty (50) spaces for the Public Health Department's Indigent Burial Program. At the time, we could only fill your request with thirty (30) spaces. We have since added more spaces to our Garden of Serenity, and can now supply the county with twenty (20) more spaces.

Enclosed you will find a Purchase Agreement from Claybar Haven of Rest Cemetery for twenty (20) indigent burial spaces at \$305.00/space; your reference #IFB 18-036/YS.

Warren & I appreciate this opportunity to assist Jefferson County with its indigent burial program. Should you need anything else please call me.

Sincerely,

John D. Woods  
Claybar Haven of Rest Cemetery

Enclosure (4)



JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT  
INDIGENT BURIAL PROGRAM  
#IFB 036/YS  
October 3, 2019

20 Burial Space Purchase Proposal

<u>Garden</u>	<u>Lot</u>	<u>Block</u>	<u>Space #'s</u>	<u># of Spaces</u>
SERENITY	20	A	2,3,4	3
SERENITY	20	C	2,3,4	3
SERENITY	53	A	1,2,3,4	4
SERENITY	53	C	1,2,3,4	4
SERENITY	55	B	2,3	2
SERENITY	56	A	1,2,3,4	4
<b>Total Spaces</b>				<b>20</b>



## PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the Agency. The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Thereafter, this Supplement shall automatically renew for successive periods equal to the Supplement Term, unless either party provides the other party with written notice of termination at least sixty (60) days prior to the expiration of the then-current Supplement Term. Upon termination of this Supplement, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.
2. **Fees and Charges.** Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings as defined in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank.  
Signature page follows on the attached Pricing Sheet.]

Acct#: 768627

SS Rep: AR/BC Autorenew\_Non Batch LE Flat Rate

Version: 08.22.2019



PRICING SHEET  
to Pricing Supplement

<p><b>"Agency":</b> <u>Jefferson County Sheriff Office</u></p> <p><b>Agency ID:</b> <u>768627</u></p> <p><b>TRADS Services:</b> TLOxp® Online - Non-Batch LE Flat Rate</p> <p><b>Effective Date:</b> <u>10/01/2019</u></p> <p><b>Supplement Term:</b> <u>12</u> month(s) with auto-renewal.</p>	<p><b>Monthly Fee:</b> <u>\$ 575.00</u></p> <p><b>Number of Monthly Transactions:</b> <u>2,500</u></p> <p>The Monthly Fee includes the above number of Monthly Transactions, subject to the Excluded Searches/Reports and Transactional Overage Pricing sections below. Unused Monthly Transactions do not rollover into a subsequent month.</p>
---	--

**EXCLUDED SEARCHES/REPORTS:**

The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, except as follows. Any of the following searches and reports, if checked below, are excluded.

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Social Media Comprehensive Report<br><input checked="" type="checkbox"/> Social Media Basic Search<br><input checked="" type="checkbox"/> Super Reverse Phone Lookup<br><input type="checkbox"/> Relationship Report<br><input checked="" type="checkbox"/> Driving Violations<br><input checked="" type="checkbox"/> Real-Time Phone Carrier Search<br><input checked="" type="checkbox"/> Vehicle Sightings via DRN<br><input checked="" type="checkbox"/> CARFAX® Vehicle History Report | <input type="checkbox"/> Comprehensive Report – Person<br><input type="checkbox"/> Comprehensive Report – Business<br><input type="checkbox"/> Locate/Asset Report<br><input type="checkbox"/> Address Report<br><input type="checkbox"/> Global Watch List Search<br><input type="checkbox"/> Phone Report |
|---|---|

The excluded searches and reports, as checked, are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Searches/Reports shall be in addition to the Monthly Fee. TRADS reserves the right to exclude future released searches and/or reports from the Monthly Fee.

**TRANSACTIONAL OVERAGE PRICING:**

Transactions exceeding the Number of Monthly Transactions specified above will be subject to TRADS' then-current fees and charges on a per Transaction basis, except as specified otherwise below and subject to Agency's data access rights. Transactional Overage Pricing shall be in addition to the Monthly Fee.

"Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or a report).

Agency acknowledges and agrees that Agency's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Acknowledged and agreed to by:

Jefferson County Sheriff Office

Agency Name ("Agency")

10/15/2019

Signature Date

Jeff Branick

Type or Print Name of Authorized Signer

ATTEST  
DATE



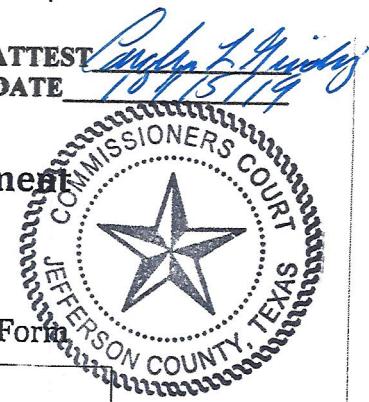
Acct#: 768627

SS Rep: AR/BC Autorenew\_Non Batch LE Flat Rate

Version: 08.22.2019

CONFIDENTIAL

Page 2 of 2



# Jefferson County Purchasing Department

## Jefferson County, Texas

### Construction Contract Change Order Request Form

Engineer: LJA Engineering, Inc. 2615 Calder Ave, Suite 500 Beaumont, Texas 77702	Owner: Jefferson County, Texas 1149 Pearl Street, 1st Floor Beaumont, Texas 77701	Contractor: MK Constructors PO Box 1208 Vidor, Texas 77670
PO# 075753 IFB 17-043/JW Agreement Date: June 3, 2019 Change Order No.: 3	Contract For:  Siphon Control Structures at Oilcut Ditch and Salt Bayou at the Gulf Intracoastal Waterway for Jefferson County	

You are hereby requested to comply with the following changes from the contract plans and specifications:

Bid Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
N/A	Request to add 12 additional working days to contract due to storm flooding during September 19 thru September 30, 2019.		

Change in Contract Price		Change in Contract Time (Calendar Days)	
Previous Change Order(s):	Change Order No. 2	Net Change From Previous Change Orders:	0 days
Contract Price Prior to this Change Order:	\$7,515,368.20	Contract Time Prior to this Change Order:	130 days
Net Increase/Decrease of this Change Order:	\$0.00	Net Increase/Decrease of this Change Order:	12 days
Contract Price With all Approved Change Orders:	\$7,515,368.20	Contract Time With all Change Orders:	142 days
Cumulative Percent Change In Contract Price (+/-)	0.0%	Grantee Contract End Date:	1/12/2020
Construction Contract Start Date:	6/3/2019	Construction Contract End Date (Estimate):	12/31/2019

RECOMMENDED:

By: Victoria J.  
ENGINEER

Date: 10/7/19

RECOMMENDED:

By: XMM  
OWNER: JEFF R. BRANICK  
Jefferson County Judge  
Date: October 15, 2019

RECOMMENDED:

By: Michael D.  
CONTRACTOR

Date: 10-7-19



# Building Services

JOC 19-045/DC

## SpawGlass Building Services

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

### Proposal

BuyBoard: 520-ez1QC

September 17, 2019

Alex Rupp  
Jefferson County  
1149 Pearl St.  
Beaumont, Texas 77701

Re:

#### Additional Demolition

SpawGlass Job No.:

Address of Service: **Jerry Ware Terminal  
Beaumont, Texas 77705**

Dear Mr. Rupp,

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) Additional labor for wood structure demo in (1) office area.
- 2) All labor, material, equipment, dumpsters, Insurance, and supervision to complete the scope of

Cost of Service	\$	2,556.00
Sales Tax (8.25%)		TAX EXEMPT
Total Cost of Service	\$	2,556.00

#### II. EXCLUSIONS

- 1) Any additional areas needing repair
- 2) State tax/Bonding
- 3) Electrical
- 4) Duct Replacement
- 5) Anything not specifically included above is specifically excluded

#### 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.  
**JEFFERSON COUNTY, TEXAS**  
  
Jeff Branick, County Judge

9/17/2019  
Date

Jefferson County

10/15/19  
Date

#### ATTEST:

Carolyn E. Guidry, County Clerk





INTERCONTINENTAL JET SERVICE CORP.

JEFFERSON COUNTY SHERIFF DEPT.  
1149 PEARL ST.  
BEAUMONT, TX 77701  
ATTN: STANLEY SHIPPER  
[sopilots@co.jefferson.tx.us](mailto:sopilots@co.jefferson.tx.us)

Quote # E151088  
Date 4/25/2019  
Engine S/N P-106027  
P-106028  
Model 331-10AV-511M

STANLEY,

INTERCONTINENTAL JET SERVICE CORPORATION (IJSC) A HONEYWELL AUTHORIZED TPE331 MAJOR SERVICE CENTER, IS PLEASED TO PROVIDE THIS **PRE-INSPECTION** ESTIMATE FOR YOUR REVIEW. **PRICING IS PER ENGINE.**

**WORKSCOPE:** HOT SECTION INSPECTION AND GEARBOX INSPECTION I.A.W. HONEYWELL M.M. 72-01-32 Rev.5

<b>PARTS:</b>	1 658530-1	SEAL KIT	NEW	\$2,873.60
	1 3103165-1	SEAL	NEW	\$1,460.00
	1 3103857-1	RING	NEW	\$178.94
	1 70100073-5	CHAMBER ASSEMBLY	NEW	SB-72-2218 \$21,469.71
	1 3108164-4	1st WHEEL ASSEMBLY	NEW	SB 72-2303 \$62,683.62
	1 3107051-5	SEAL KIT	NEW	\$1,860.07
	1 3101405-1	BEARING	NEW	\$1,494.36
	1 N/A	CONSUMABLES	NEW	\$1,800.00
			PARTS ESTIMATE TOTAL:	\$93,820.30
<b>SERVICES:</b>	15 3103235-11	FUEL NOZZLE	OVERHAUL	\$1,140.00
	1 3101726-3	TORQUE SENSOR	REPAIR	SB 72-2267 \$8,836.20
			SERVICES ESTIMATE TOTAL:	\$9,976.20
<b>LABOR:</b>		HOT SECTION INSPECTION		\$3,200.00
		GEARBOX INSPECTION		\$3,000.00
		ENGINE AND PROPELLER REMOVAL AND REINSTALLATION		\$800.00
		LEBOW TESTING (PROPELLER TEST STAND)		\$1,500.00
			LABOR TOTAL:	\$8,500.00
			ESTIMATED TOTAL PER ENGINE:	<b>\$112,296.50</b>



- NOTES:**
- (1) THIS ESTIMATE IS A **PRE-INSPECTION** ESTIMATE FOR PLANNING PURPOSES ONLY. A DETAILED **POST-INSPECTION** ESTIMATE WILL BE PROVIDED FOLLOWING ENGINE DISASSEMBLY AND INSPECTION.
  - (2) HONEYWELL SPECIAL PROGRAM NO.55 WILL PROVIDE PROGRAM DISCOUNTS SHOULD A SIGNIFICANT NUMBER OF COMPONENTS REQUIRE REPLACEMENT.
  - (3) HONEYWELL RECOMMENDS INCORPORATION OF SERVICE BULLETIN **72-2218** AT NEXT ACCESS TO PLENUM CHAMBER REGARDLESS OF INSPECTION FINDINGS. IF THE CURRENTLY INSTALLED PLENUM CHAMBER PASSES M.M. INSPECTION CRITERIA IT MAY BE REINSTALLED PER CUSTOMER REQUEST.
  - (4) HONEYWELL RECOMMENDS INCORPORATION OF SERVICE BULLETIN **72-2303** AT NEXT ACCESS TO 1st WHEEL ASSEMBLY REGARDLESS OF INSPECTION FINDINGS. IF THE CURRENTLY INSTALLED 1st WHEEL ASSEMBLY PASSES M.M. INSPECTION CRITERIA IT MAY BE REINSTALLED PER CUSTOMER REQUEST. **ESTIMATED PRICE REFLECTS SPECIAL PROGRAM PRICING.**

- TERMS:**
- ALL PRICING IS U.S. DOLLARS.
  - OKLAHOMA SALES TAX WILL NOT BE CHARGED.
  - A NON-REFUNDABLE DEPOSIT WILL BE REQUIRED PRIOR TO ORDERING PARTS.
  - FULL PAYMENT IS DUE UPON COMPLETION.
  - PARTS QUOTED ARE A COMBINATION OF HONEYWELL SUPPLIED AND FAA APPROVED.
  - ANY PARTS REJECTED DURING THE REPAIR OR OVERHAUL PROCESS MAY BE ADDITIONALLY BILLED.
  - ALL REMOVED COMPONENTS BECOME PROPERTY OF I.J.S.C. UNLESS OTHERWISE NOTED.

THIS QUOTE IS VALID FOR THIRTY (30) DAYS

SINCERELY,

*Neil H. James*

**Neil H. James**

Engine Shop Manager

(409) 835-8450 Phone  
(409) 839-2350 Fax



RECEIVED OCT 03 2019

1085 Pearl St, Room 103  
Beaumont, TX 77701

**Jevonne Smith Pollard**  
Constable, Precinct One

October 2, 2019

Jeff Branick, County Judge  
1149 Pearl St.  
Beaumont, TX 77701

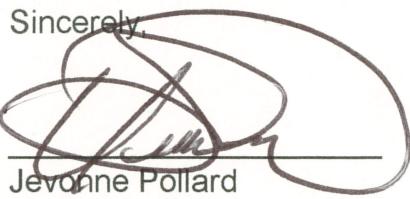
Re: Agenda Item

Judge Branick,

I would like to place an item on the agenda for the Commissioner's Court Meeting  
Tuesday, October 15, 2019.

Please consider and possibly approve the appointment of Clint Aslin and Casandra  
Spann as Reserve Deputy Constables with Precinct 1 in accordance with Local  
Government Code 86.011.

Sincerely,

  
Jevonne Pollard  
Constable Pct. 1



## PROCLAMATION

STATE OF TEXAS

§ COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§ OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 15th day of October, 2019, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Proclamation was adopted:

### 2019 NATIONAL 4-H WEEK

**WHEREAS**, the Jefferson County Commissioner's Court is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 112 years of providing experience-based education to youngsters throughout the Lone Star State; and

**WHEREAS**, this admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

**WHEREAS**, it's more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

**WHEREAS**, the program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 22,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

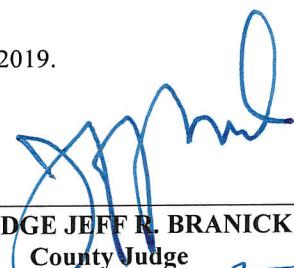
**WHEREAS**, throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great; now, therefore, be it,

**THEREFORE, BE IT RESOLVED**, that the Jefferson County Commissioner's Court does hereby designate October 6-12, 2019 as National 4-H Week in Jefferson County and we commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

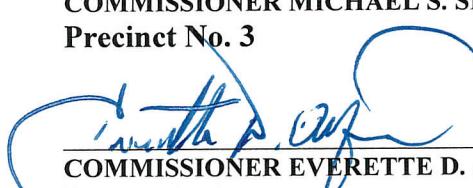
SIGNED this 15 day of October, 2019.

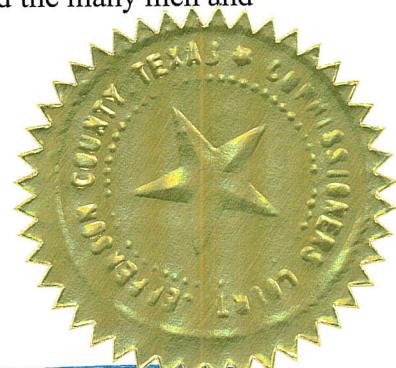
  
**EDDIE ARNOLD**  
 COMMISSIONER EDDIE ARNOLD  
 Precinct No. 1

  
**BRENT A. WEAVER**  
 Precinct No. 2

  
**JUDGE JEFF R. BRANICK**  
 County Judge

  
**MICHAEL S. SINEGAL**  
 Precinct No. 3

  
**EVERETTE D. ALFRED**  
 Precinct No. 4





## PROCLAMATION

STATE OF TEXAS

§ COMMISSIONERS COURT

COUNTY OF JEFFERSON

§ OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 15th day of October, 2019, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Eddie Arnold, Commissioner of Precinct No. 1.

**TEEA Week**

**WHEREAS**, the Jefferson County Extension Education Association believes strong families are basic to the well-being of Texas; and

**WHEREAS**, they have education programs that address critical needs impacting Texas families and communities; and

**WHEREAS**, they see education as a lifelong learning process; and they believe volunteers and opportunities for volunteer development are important; and

**WHEREAS**, they develop leadership that offers opportunities for personal growth and development; and cultural and ethnic diversity in programs and membership is present; and

**WHEREAS**, global awareness is recognized; and

**WHEREAS** the Jefferson County Extension Education Association cooperates with Texas A&M AgriLife Extension Service to attain mutual goals in honoring the past, treasuring the present and shaping the future;

**NOW, THEREFORE, BE IT RESOLVED AND APPROVED**, by the Commissioners Court of Jefferson County, Texas, we hereby proclaim the week of OCTOBER 7<sup>th</sup> through the 11<sup>th</sup>, 2019, as **TEXAS EXTENSION EDUCATION ASSOCIATION WEEK IN JEFFERSON COUNTY, TEXAS.**

Signed this 15th day of October, 2019.



Judge Jeff R. Branick  
County Judge



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Commissioner Eddie Arnold  
Commissioner Precinct No. 1



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Commissioner Michael S. Sinegal  
Commissioner Precinct No. 3



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Commissioner Brent A. Weaver  
Commissioner Precinct No. 2



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Commissioner Everette D. Alfred  
Commissioner Precinct No. 4



Budget for Title IV-E  
County Legal Services Contract

Summary			
County: <u>Jefferson</u> Agency Account ID: <u>24723895</u> Budget Effective Date: <u>10/1/2019-9/30/2020</u>			
Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match
<b>A. Administration</b>			
A.1. Direct Personnel Salaries	\$275,728.15	\$38,097.59	\$237,630.56
A.2. Direct Personnel Fringe Benefits	\$126,786.72	\$19,968.91	\$106,817.81
A.3. Direct Personnel Travel	\$0.00	\$0.00	\$0.00
A.4. Direct Materials and Supplies	\$3,365.00	\$199.24	\$3,165.76
A.5. Direct Equipment	\$16,400.00	\$2,583.00	\$13,817.00
A.6. Direct Other Costs	\$230,595.81	\$36,318.84	\$194,276.97
<b>Total Administration</b>	<b>\$652,875.68</b>	<b>\$97,167.58</b>	<b>\$555,708.10</b>
<b>B. Training</b>			
B.1. Title IV-E Training (75%)	\$19,650.00	\$4,642.31	\$15,007.69
B.2. Title IV-E Fostering Connections Training (75%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00
<b>Total Training</b>	<b>\$19,650.00</b>	<b>\$4,642.31</b>	<b>\$15,007.69</b>
<b>C. Indirect Costs (if applicable)</b>			
<b>Total Indirect Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Grand Total</b>	<b>\$672,525.68</b>	<b>\$101,809.89</b>	<b>\$570,715.79</b>
<b>*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year:</b>			31.500%
Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.			
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):			0.000%
<u><i>Signature</i></u> <u><i>10/15/19</i></u> <u><i>Jeff Branick, County Judge</i></u> <u><i>Printed Name &amp; Title</i></u>			

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

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

\*estimated total cost for Title IV-E related activities

Texas Department of Family  
and Protective Services

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

K909-Form 2030CLIVE  
July 24, 2018

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

\*estimated total cost for Title IV-E related activities

Texas Department of Family  
and Protective Services

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

K909-Form 2030CLIVE  
July 24, 2018

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

\*estimated total cost for Title IV-E related activities

Texas Department of Family  
and Protective Services

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

K909-Form 2030CLIVE  
July 24, 2018

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

\*estimated total cost for Title IV-E related activities

Texas Department of Family  
and Protective Services

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

K909-Form 2030CLIVE  
July 24, 2018

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

\*estimated total cost for Title IV-E related activities

Texas Department of Family  
and Protective Services

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

K909-Form 2030CLIVE  
July 24, 2018

<b>Administration</b>			
<b>A.6. Direct Other Costs</b>			
<b>County:</b>		<b>Jefferson</b>	
<b>Agency Account ID:</b>		<b>24723895</b>	
<b>Budget Effective Date:</b>		<b>10/1/2019-9/30/2020</b>	
<b>Other Costs (description)</b>	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
Postage	\$29,945.81	\$4,716.47	\$25,229.34
Software licenses	\$650.00	\$102.38	\$547.63
Attorney Fees for Foster Care Representation	\$200,000.00	\$31,500.00	\$168,500.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Other Costs</b>	<b>\$230,595.81</b>	<b>\$36,318.84</b>	<b>\$194,276.97</b>

\*estimated total cost for Title IV-E related activities

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

\*estimated amount allocable to Title IV-E

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

203

\*estimated amount allocable to Title IV-E

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

\*estimated amount allocable to Title IV-E

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

<b>Budget Narrative</b>	
<b>County:</b>	<b>Jefferson</b>
<b>Contract Number:</b>	<b>24723895</b>
<b>Budget Effective Date:</b>	<b>10/1/2019-9/30/2020</b>

Clearly describe each expense to be incurred and billed to this contract, including justification for expense. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. [\*\*A. Administration\*\*](http://www.dfps.s</a></u></p>
</div>
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**A.1. Direct Personnel Salaries**

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

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

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

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

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

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

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

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

**A.2. Direct Personnel Fringe Benefits**

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

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

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

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

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

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

**A.3. Direct Personnel Travel**

None anticipated at this time.

**A.4. Direct Materials and Supplies**

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

**A.5. Direct Equipment**

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

**A.6. Direct Other Costs**

- ♦ Postage expenses for mailing Title IV-E related case materials and correspondence via United States Postal Service and/or overnight carriers. Estimated average of \$2,000 per month.
- ♦ Software licensing for computer software used to prepare legal documentation for CPS cases.
- ♦ Software licensing for computer anti-virus software used to protect all CPS computers.
- ♦ Court appointed attorney fees for parents and children represented in the Texas foster care system and costs incurred to carry out the proper and efficient administration of the state plan.

**B. Training**

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

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

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

None anticipated at this time.

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

None anticipated at this time.

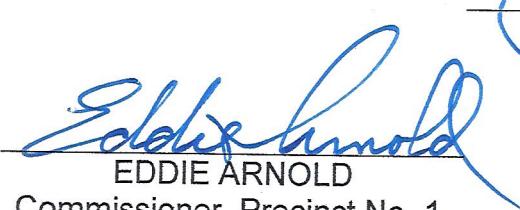
***C. Indirect Costs (if applicable)***

None anticipated at this time.

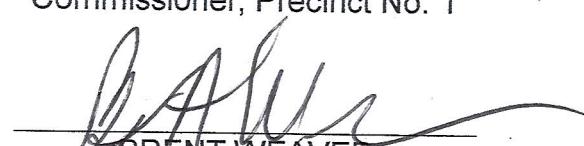
## R E S O L U T I O N

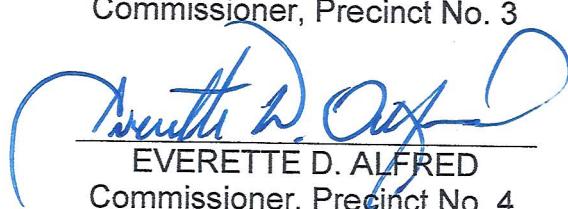
BE IT RESOLVED PURSUANT TO THE TEXAS PROPERTY TAX CODE, SECTION 26.09, THAT COMMISSIONERS' COURT OF JEFFERSON COUNTY HEREBY APPROVE THE 2019 TAX ROLL THIS 15 DAY OF October, 2019.

  
JEFF BRANICK  
County Judge

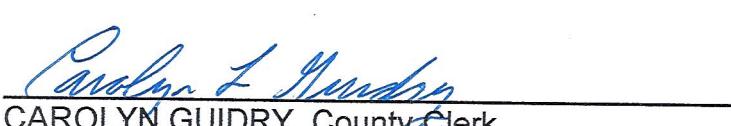
  
EDDIE ARNOLD  
Commissioner, Precinct No. 1

  
MICHAEL SINEGAL  
Commissioner, Precinct No. 3

  
BRENT WEAVER  
Commissioner, Precinct No. 2

  
EVERETTE D. ALFRED  
Commissioner, Precinct No. 4

Sworn to and subscribed before me, the undersigned authority, this 15<sup>th</sup> day of OCTOBER, 2019.

  
CAROLYN GUIDRY, County Clerk



Tax Collection System - JEFFERSON COUNTY  
 Certified Roll Jurisdiction Summary  
 Processing For Tax Year: 2019 County Code: ALL Tax Unit: ALL

Jurisdiction:		1 JEFFERSON COUNTY			
Total Parcels:	149,787	Tax Rate:	0.3649770	Opt Hom:	0.2000000
Market Value:	34,825,891,140	State Hom:	0	Opt O65:	40,000
		State O65:	0	Opt Disabled:	0
		Disabled:	40,000		
AG Exclusion Count:	3,949	AG Exclusion Amt:	405,079,936		
Timber Exclusion Count:	434	Timber Exclusion Amt:	22,063,496		
HS Capped Count:	4,035	HS Capped Amt:	18,556,683		
Assessed Value:	34,379,291,025				
Prorated-Exxx Count/Amt:	6,763	2,599,303,299	Pollution Control Count/Amt:	176	1,147,274,457
100% Exempt Vet Count/Amt:	611	80,165,863	Pro Charitable Functions Count/Amt:	35	5,065,810
Chdo Count/Amt:	87	3,197,723	Abatement Count/Amt:	16	2,866,898,917
Pro Youth Associations Count/Amt:	24	9,690,130	Prorated-Exxa Count/Amt:	2	54,980
Prorated-Exx Count/Amt:	5	2,441,480	Low Income Housing Count/Amt:	2	2,892,810
Pro Schools Count/Amt:	86	41,208,900	Hb366 Count/Amt:	102	25,741
Pro Misc Exempts Count/Amt:	128	6,871,500	Goods In Transit Count/Amt:	1	1,880,880
State Homestead Count:	0				
Local Homestead Count:	49,949	State Homestead Amt:	1,215,571,248		0
State Over 65 Count:	0	Local Honestad Amt:			0
Local Over 65 Count:	19,584	State Over 65 Amt:			
Surviving Spouse Count:	109	Local Over 65 Amt:	727,888,478		
State Disabled Count:	0	Surviving Spouse Amt:			
Local Disabled Count:	2,187	State Disabled Amt:	4,046,920		
Total VET Count:	1,191	Local Disabled Amt:	0		
*VET Surviving Spouse Count:	26	Total VET Amt:	79,275,689		
*Included in the Total VET Count/Amt		*VET Surviving Spouse Amt:	11,775,935		
			267,376		
Partial Exempt Values:	2,038,558,270				
Taxable Value:	25,373,760,165				
Total Levy Amt:	92,456,781,66				
Late AG Penalty Count:	38	Late AG Penalty Amt:	2,001.88		
Late Rendition Penalty Count:	2,667	Late Rendition Penalty Amt:	46,581.40		
Frozen Account Count:	20,805				
Frozen Homesite V Value:	2,359,052,059				
Frozen Taxable Value:	1,096,750,081				
Unfrozen Levy Amt:	4,002,884.96				
Frozen Levy Amt:	3,078,095.25				
Frozen Levy Loss Amt:	924,789.71				
Total Non-Exempt Parcel Count:	149,787				

ALLISON NATHAN GETZ  
TAX ASSESSOR-COLLECTOR



TERRY WUENSCHEL  
CHIEF DEPUTY

October 8, 2019

Patrick Swain  
County Auditor  
Jefferson County  
Beaumont, TX

Dear Patrick:

Attached is the **2019 Certified Tax Roll Summary**. Pursuant to the Texas Property Tax Code, Section 26.09, this certified tax roll summary should be approved at the next Commissioners' Court meeting. After the approval, please return the resolution for retention in the Tax Office.

If you should have any questions or require further information, please feel free to call.

Sincerely,

A handwritten signature in black ink that reads "Allison Nathan Getz".

ALLISON NATHAN GETZ, PCC  
Assessor-Collector of Taxes  
Jefferson County, Texas

ANG:ce

Attachment

cc: Fran Lee

grandrcp.ltr

NAME

AMOUNT CHECK NO.

TOTAL

JURY FUND

TRI-CITY COFFEE SERVICE

68.55 464468

68.55\*\*

ROAD &amp; BRIDGE PCT.#1

SPIDLE &amp; SPIDLE

8,142.08 464375

GULF COAST SCREW &amp; SUPPLY

7.00 464406

M&amp;D SUPPLY

795.32 464423

MUNRO'S

2,119.30 464426

MUSTANG CAT

282.22 464427

RITTER @ HOME

399.99 464440

SANITARY SUPPLY, INC.

309.78 464442

SMART'S TRUCK &amp; TRAILER, INC.

93.64 464448

SOUTHEAST TEXAS WATER

7.00 464449

SOUTHERN TIRE MART, LLC

7,493.52 464478

CDW COMPUTER CENTERS, INC.

1,336.65 464483

SUPERIOR SUPPLY &amp; STEEL

38.25 464488

MARTIN PRODUCT SALES LLC

3,810.00 464537

B-GREENER INDUSTRIAL CLEANERS LLC

2,670.73 464555

DE LAGE LANDEN PUBLIC FINANCE

70.00 464566

ADVANCE AUTO PARTS

906.25 464578

TEXAS FACILITIES COMMISSION

700.00 464588

REPUBLIC SERVICES

76.05 464599

FUNCTION 4 LLC

19.41 464611

BLACKTOP INDUSTRIES

2,592.00 464619

GULF COAST

766.54 464652

SUNSOURCE

2,404.34 464653

35,040.07\*\*

ROAD &amp; BRIDGE PCT.#2

SUPERIOR TIRE &amp; SERVICE

199.86 464379

ENTERGY

863.43 464409

OFFICE DEPOT

184.75 464430

RITTER @ HOME

114.20 464440

BUMPER TO BUMPER

132.31 464526

ACT PIPE AND SUPPLY

2,274.00 464550

DE LAGE LANDEN PUBLIC FINANCE

90.00 464566

REPUBLIC SERVICES

122.69 464599

FUNCTION 4 LLC

24.96 464611

4,006.20\*\*

ROAD &amp; BRIDGE PCT. # 3

A&amp;A EQUIPMENT

298.37 464372

FARM &amp; HOME SUPPLY

68.19 464398

GULF COAST AUTOMOTIVE, INC.

135.03 464405

ENTERGY

227.48 464409

MUNRO'S

62.70 464426

OFFICE DEPOT

13.98 464430

AT&amp;T

75.11 464455

W. JEFFERSON COUNTY M.W.D.

28.37 464473

STRATTON INC.

69.90 464474

SOUTHERN TIRE MART, LLC

4,517.40 464478

HOWARD'S AUTO SUPPLY

72.47 464481

FASTENAL

875.73 464482

WINDSTREAM

4.99 464536

DE LAGE LANDEN PUBLIC FINANCE

140.00 464566

REPUBLIC SERVICES

45.00 464599

FUNCTION 4 LLC

38.82 464611

6,645.58\*\*

ROAD &amp; BRIDGE PCT.#4

ENTERGY

890.29 464409

TRIANGLE AIR CARE, INC.

767.00 464466

W. JEFFERSON COUNTY M.W.D.

65.71 464473

LANSDOWNE-MOODY CO

274.56 464535

DE LAGE LANDEN PUBLIC FINANCE

229.79 464566

REPUBLIC SERVICES

214.79 464599

WC TRACTOR - BEAUMONT

63.73 464611

148.88 464643

2,654.75\*\*

ENGINEERING FUND

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	256.28	464498	
UNITED STATES POSTAL SERVICE	3.35	464504	
DE LAGE LANDEN PUBLIC FINANCE	460.94	464566	
BRADLEY STAFFORD	40.00	464574	
FUNCTION 4 LLC	127.84	464611	
			888.41**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	86.56	464390	
ENTERGY	745.16	464409	
AT&T	29.66	464455	
W. JEFFERSON COUNTY M.W.D.	64.99	464473	
			926.37**
GENERAL FUND			
GERMER PLLC	150.00	464485	
TERRY MCDONALD	300.00	464655	
			450.00*
TAX OFFICE			
AT&T	110.88	464455	
UNITED STATES POSTAL SERVICE	382.13	464504	
DE LAGE LANDEN PUBLIC FINANCE	370.00	464566	
FUNCTION 4 LLC	102.60	464611	
VECTOR SECURITY	1,090.44	464615	
			2,056.05*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.91	464504	
JEFFERSON COUNTY CREDIT CARDS	198.88	464560	
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
FUNCTION 4 LLC	19.41	464611	
			290.20*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	29.95	464449	
UNITED STATES POSTAL SERVICE	23.18	464504	
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
FUNCTION 4 LLC	19.41	464611	
PATRICIA MOODY	19.83	464628	
KATRENA MCDONALD	49.88	464647	
SUPERIOR LLC	55,409.27	464654	
			55,621.52*
COUNTY CLERK			
FED EX	13.96	464400	
UNITED STATES POSTAL SERVICE	260.59	464504	
DE LAGE LANDEN PUBLIC FINANCE	600.00	464566	
FUNCTION 4 LLC	66.25	464611	
			940.80*
COUNTY JUDGE			
JEFFERSON CTY. YOUNG LAWYER'S ASSOC	25.00	464377	
UNITED STATES POSTAL SERVICE	2.12	464504	
KIMBERLY PHELAN, P.C.	500.00	464532	
P. DEAN BRINKLEY	500.00	464556	
JEFFERSON COUNTY CREDIT CARDS	155.00	464560	
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
JAN GIROUARD & ASSOCIATES LLC	200.00	464602	
FUNCTION 4 LLC	19.41	464611	
			1,471.53*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	19.42	464504	
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
FUNCTION 4 LLC	19.41	464611	
			108.83*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	304.92	464504	
AUTOMATED BUSINESS SYSTEMS	3,075.00	464530	

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	331.89 92.04	464566 464611	3,803.85*
PRINTING DEPARTMENT			
BOSWORTH PAPER OLMSTED-KIRK PAPER DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	10,274.80 638.70 1,200.00 333.16	464386 464431 464566 464611	12,446.66*
PURCHASING DEPARTMENT			
OFFICE DEPOT PORT ARTHUR NEWS, INC. UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	51.51 2,776.83 3.66 70.00 19.41	464430 464436 464504 464566 464611	2,921.41*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT SECOND AD JUD REGION TIME WARNER COMMUNICATIONS TEXAS WILDLIFE DAMAGE MGMT FUND TRIANGLE COMPUTER & TELEPHONE ADVANCED STAFFING VERIZON WIRELESS IEA - INSPIRE, ENCOURAGE, ACHIEVE CROWN CASTLE INTERNATIONAL DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	145.00 36,312.74 627.65 2,700.00 25.00 97.50 303.92 160,000.00 1,591.26 452.82 225.74	464421 464445 464458 464465 464467 464479 464498 464501 464522 464566 464611	202,481.63*
DATA PROCESSING			
PITNEY BOWES, INC. EVERGREEN INTERACTIVE SYSTEMS, LLC JEFFERSON COUNTY CREDIT CARDS DE LAGE LANDEN PUBLIC FINANCE SITEIMPROVE INC FUNCTION 4 LLC HELPSYSTEMS LLC	2,500.00 1,300.00 269.54 70.00 2,835.00 19.41 5,000.00	464435 464506 464560 464566 464601 464611 464618	11,993.95*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	140.53 70.00 19.41	464504 464566 464611	229.94*
ELECTIONS DEPARTMENT			
DE LAGE LANDEN PUBLIC FINANCE WESTERN MICROGRAPHICS & IMAGING FUNCTION 4 LLC BATTERIES PLUS BULBS #824	271.65 3,600.00 75.34 1,077.30	464566 464570 464611 464633	5,024.29*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	75.90 338.31 480.00 133.11	464421 464504 464566 464611	1,027.32*
DISTRICT CLERK			
OFFICE DEPOT UNITED STATES POSTAL SERVICE SHI GOVERNMENT SOLUTIONS, INC. DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	919.78 277.44 263.58 70.00 19.41	464430 464504 464508 464566 464611	1,550.21*
CRIMINAL DISTRICT COURT			
DAVID GROVE	8,750.00	464376	

NAME	AMOUNT	CHECK NO.	TOTAL
DAVID W BARLOW	4,375.00	464384	
THOMAS J. BURBANK PC	800.00	464387	
DONALD W. DUESLER & ASSOC.	8,750.00	464396	
MARSHA NORMAND	8,750.00	464428	
OFFICE DEPOT	125.07	464430	
KEVIN PAULA SEKALY PC	8,750.00	464446	
KEVIN S. LAINE	4,137.50	464480	
CHARLES ROJAS	800.00	464487	
UNITED STATES POSTAL SERVICE	24.45	464504	
DE LAGE LANDEN PUBLIC FINANCE	441.64	464566	
SILSSEE FORD INC	18,700.20	464585	
FUNCTION 4 LLC	122.48	464611	
			64,526.34*
58TH DISTRICT COURT			
LEXIS-NEXIS	76.00	464505	
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
FUNCTION 4 LLC	19.41	464611	
			165.41*
60TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
FUNCTION 4 LLC	19.41	464611	
			89.41*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.24	464504	
LEXIS-NEXIS	76.00	464505	
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
FUNCTION 4 LLC	19.41	464611	
			166.65*
172ND DISTRICT COURT			
HOLLY GIFFIN	204.76	464477	
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
FUNCTION 4 LLC	19.41	464611	
			294.17*
252ND DISTRICT COURT			
DAVID W BARLOW	4,375.00	464384	
MIKE VAN ZANDT	8,750.00	464471	
KEVIN S. LAINE	2,437.50	464480	
UNITED STATES POSTAL SERVICE	17.80	464504	
SUMMER TANNER	349.20	464540	
ALLEN PARKER	8,750.00	464553	
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
MONTGOMERY COUNTY CLERK	475.00	464572	
BRITTANIE HOLMES	8,750.00	464573	
WILLIAM MARCUS WILKERSON	900.00	464575	
FUNCTION 4 LLC	19.41	464611	
THOMAS WILLIAM KELLEY	8,750.00	464644	
			43,643.91*
279TH DISTRICT COURT			
OFFICE DEPOT	90.93	464430	
ANITA F. PROVO	200.00	464438	
NATHAN REYNOLDS, JR.	100.00	464439	
LEXIS-NEXIS	152.00	464505	
TONYA CONNELL TOUPS	100.00	464545	
ALLEN PARKER	500.00	464553	
P DEAN BRINKLEY	100.00	464556	
JONATHAN L. STOVALL	300.00	464562	
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
BRYAN E MCEACHERN PC	286.30	464584	
MELANIE AIREY	150.00	464595	
LAW OFFICE OF J SCOTT FREDERICK	200.00	464596	
FUNCTION 4 LLC	19.41	464611	
LAW OFFICE OF SOLOMON FREIMUTH	1,100.00	464624	
			3,368.64*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.50	464504	
JUDY PAASCH	2,465.42	464527	

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	70.00 19.41	464566 464611	2,555.33*
JUSTICE COURT-PCT 1 PL 1			
TEXAS STATE UNIVERSITY SAN MARS UNITED STATES POSTAL SERVICE LEXISNEXIS- ACCURINT DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	315.00 68.70 93.73 90.00 24.96	464451 464504 464552 464566 464611	592.39*
JUSTICE COURT-PCT 1 PL 2			
TEXAS STATE UNIVERSITY SAN MARS LEXISNEXIS- ACCURINT DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	315.00 93.73 70.00 19.41	464452 464552 464566 464611	498.14*
JUSTICE COURT-PCT 2			
POSTMASTER	825.00	464437	825.00*
JUSTICE COURT-PCT 4			
OFFICE DEPOT TEXAS STATE UNIVERSITY SAN MARS TEXAS STATE UNIVERSITY SAN MARS DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	46.91 260.00 315.00 90.00 24.96	464430 464453 464454 464566 464611	736.87*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE LEXISNEXIS- ACCURINT DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	34.74 93.73 70.00 19.41	464504 464552 464566 464611	217.88*
JUSTICE COURT-PCT 7			
OFFICE DEPOT LEXISNEXIS- ACCURINT	128.75 93.73	464430 464552	35.02*
JUSTICE OF PEACE PCT. 8			
LEXISNEXIS- ACCURINT DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	93.73 70.00 19.41	464552 464566 464611	183.14*
COUNTY COURT AT LAW NO.1			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	245.92 68.20	464566 464611	314.12*
COUNTY COURT AT LAW NO. 2			
DAVID GROVE DONALD W. DUESLER & ASSOC. EDWARD B. GRIPON, M.D., P.A. OFFICE DEPOT UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE TERRENCE ALLISON MATUSKA LAW FIRM JARED GILTHORPE FUNCTION 4 LLC	250.00 250.00 1,190.00 1,445.28 6.41 70.00 300.00 250.00 250.00 19.41	464376 464396 464404 464430 464504 464566 464577 464589 464592 464611	4,031.10*
COUNTY COURT AT LAW NO. 3			
DAVID GROVE EDWARD B. GRIPON, M.D., P.A. UNITED STATES POSTAL SERVICE ANTOINE FREEMAN DE LAGE LANDEN PUBLIC FINANCE	300.00 595.00 8.65 850.00 70.00	464376 464404 464504 464546 464566	

NAME	AMOUNT	CHECK NO.	TOTAL
JANSON ELLIOTT BAILEY	350.00	464604	
FUNCTION 4 LLC	19.41	464611	
THE SAMUEL FIRM, PLLC	250.00	464646	
COURT MASTER			2,443.06*
JUDGE LARRY GIST	5,642.82	464402	
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
FUNCTION 4 LLC	19.41	464611	
MEDIATION CENTER			5,732.23*
MARKET BASKET	112.96	464424	
OFFICE DEPOT	615.20	464430	
TRI-CITY COFFEE SERVICE	80.90	464468	
UNITED STATES POSTAL SERVICE	1.24	464504	
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
KARA HAWTHORN	136.88	464567	
TAMMY BOOKER	13.34	464576	
FUNCTION 4 LLC	19.41	464611	
COMMUNITY SUPERVISION			1,049.93*
DE LAGE LANDEN PUBLIC FINANCE	280.00	464566	
FUNCTION 4 LLC	77.64	464611	
SHERIFF'S DEPARTMENT			357.64*
CITY OF NEDERLAND	28.78	464391	
FED EX	105.11	464400	
GT DISTRIBUTORS, INC.	326.25	464401	
ENTERGY	759.47	464409	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	749.00	464417	
JEPPESEN SANDERSON	2,889.80	464422	
OFFICE DEPOT	483.36	464430	
SCANTRON CORPORATION	827.00	464443	
HENRY SCHEIN, INC.	820.88	464444	
AT&T	34.36	464455	
ULINE SHIPPING SUPPLY SPECIALI	1,163.07	464469	
VERIZON WIRELESS	3,305.13	464500	
UNITED STATES POSTAL SERVICE	1,518.68	464504	
LOWE'S HOME CENTERS, INC.	400.40	464513	
BLUE BOOK	16.95	464521	
DATAWORKS PLUS, LLC	37,373.00	464523	
MDE INC	798.00	464554	
JEFFERSON COUNTY CREDIT CARDS	661.48	464560	
DE LAGE LANDEN PUBLIC FINANCE	800.00	464566	
ERIN TECHNOLOGY LLC	750.00	464569	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	2,325.43	464586	
TRANSUNION RISK AND ALTERNATIVE	479.00	464594	
GALLS LLC	599.31	464598	
REPUBLIC SERVICES	45.00	464599	
FUNCTION 4 LLC	221.84	464611	
BODE CELLMARK FORENSICS	2,692.50	464614	
ARCHIVE SOCIAL	2,388.00	464617	
ZETX	2,400.00	464629	
SUPERION LLC	2,811.39	464654	
CRIME LABORATORY			67,773.19*
FED EX	101.98	464400	
OFFICE DEPOT	47.97	464430	
SOUTHEAST TEXAS WATER	1,864.90	464449	
EMILY ESQUIVEL	300.00	464525	
DE LAGE LANDEN PUBLIC FINANCE	90.00	464566	
FUNCTION 4 LLC	24.96	464611	
JAIL - NO. 2			2,429.81*
CITY OF BEAUMONT - WATER DEPT.	16.00	464389	
COASTAL WELDING SUPPLY	85.50	464392	
W.W. GRAINGER, INC.	987.11	464403	
ENTERGY	30,773.41	464409	

NAME	AMOUNT	CHECK NO.	TOTAL
JACK BROOKS REGIONAL AIRPORT SANITARY SUPPLY, INC.	1,802.00	464419	
WORLD FUEL SERVICES	298.80	464442	
JEFFERSON COUNTY CREDIT CARDS	1,410.60	464551	
DE LAGE LANDEN PUBLIC FINANCE	38.98	464560	
CONSTITUTION NEWENERGY - GAS DIVIS	1,280.00	464566	
KROPP HOLDINGS INC	1,020.48	464579	
REPUBLIC SERVICES	1,619.06	464582	
FUNCTION 4 LLC	4,516.39	464599	
CORRHEALTH LLC	354.97	464611	
	360,387.91	464627	
			404,591.21*
JUVENILE PROBATION DEPT.			
EDWARD B. GRIPON, M.D., P.A.	900.00	464404	
SAM HOUSTON STATE UNIVERSITY	225.00	464441	
UNITED STATES POSTAL SERVICE	13.10	464504	
DE LAGE LANDEN PUBLIC FINANCE	140.00	464566	
FUNCTION 4 LLC	38.82	464611	
			1,316.92*
JUVENILE DETENTION HOME			
ENERGY	6,029.02	464409	
OVERHEAD DOOR CO.	238.75	464432	
SOUTHWEST BUILDING SYSTEMS	468.66	464450	
AT&T	697.93	464455	
MEDICAL PLUS	70.00	464507	
DE LAGE LANDEN PUBLIC FINANCE	229.79	464566	
REPUBLIC SERVICES	704.70	464599	
FUNCTION 4 LLC	63.73	464611	
			8,502.58*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	52.33	464504	
LEXISNEXIS- ACCURINT	93.73	464552	
DE LAGE LANDEN PUBLIC FINANCE	323.13	464566	
FUNCTION 4 LLC	89.62	464611	
			558.81*
CONSTABLE-PCT 2			
A-1 TINT & ACCESSORIES	374.95	464373	
LEXISNEXIS- ACCURINT	93.73	464552	
			468.68*
CONSTABLE-PCT 4			
DISH NETWORK	62.57	464542	
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
FUNCTION 4 LLC	19.41	464611	
			151.98*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	6.18	464504	
LEXISNEXIS- ACCURINT	93.72	464552	
JEFFERSON COUNTY CREDIT CARDS	119.07	464560	
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
FUNCTION 4 LLC	19.41	464611	
			308.38*
CONSTABLE PCT. 8			
DE LAGE LANDEN PUBLIC FINANCE	322.93	464566	
FUNCTION 4 LLC	89.56	464611	
			412.49*
AGRICULTURE EXTENSION SVC			
STARLA B. GARLICK	246.43	464374	
EPSILON SIGMA PHI	240.00	464397	
OFFICE DEPOT	879.98	464430	
UNITED STATES POSTAL SERVICE	38.32	464504	
TEXAS AGRILIFE EXTENSION SERVICE	200.00	464548	
JEFFERSON COUNTY CREDIT CARDS	454.13	464560	
DE LAGE LANDEN PUBLIC FINANCE	200.00	464566	
DAVID OATES	34.80	464603	
FUNCTION 4 LLC	55.47	464611	
TYLER FITZGERALD	153.70	464639	
			2,502.83*
HEALTH AND WELFARE NO. 1			

NAME	AMOUNT	CHECK NO.	
CITY OF BEAUMONT	120.24	464380	
ENTERGY	381.81	464412	
PETTY CASH - N C WELFARE	101.00	464433	
AUSTIN CECIL WALKES MD PA	2,932.58	464472	
UNITED STATES POSTAL SERVICE	89.73	464504	
LEXISNEXIS- ACCURINT	140.60	464552	
DE LAGE LANDEN PUBLIC FINANCE	372.43	464566	
FUNCTION 4 LLC	103.29	464611	
			4,241.68*
HEALTH AND WELFARE NO. 2			
O.W. COLLINS APARTMENTS	117.63	464393	
ENTERGY	114.69	464413	
MUNRO'S	13.80	464426	
TIME WARNER COMMUNICATIONS	131.43	464461	
AUSTIN CECIL WALKES MD PA	2,932.58	464472	
MCKESSON MEDICAL-SURGICAL INC	144.91	464486	
LEXISNEXIS- ACCURINT	140.60	464552	
DE LAGE LANDEN PUBLIC FINANCE	140.00	464566	
FUNCTION 4 LLC	38.82	464611	
			3,774.46*
NURSE PRACTITIONER			
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
FUNCTION 4 LLC	19.41	464611	
			89.41*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	69.90	464510	
J.C. PENNEY'S	278.25	464511	
SEARS COMMERCIAL CREDIT	145.50	464512	
ROSS DRESS FOR LESS, INC.	751.56	464539	
FATIMA ZAVALA	20.00	464590	
TYRE A WELLS	20.00	464591	
TYTIANNA WELLS SIGARST	20.00	464593	
LARRY DOYLE	20.00	464612	
JOHNATHAN ROBINSON	20.00	464613	
STACY VELASQUEZ	20.00	464620	
ETHAN WILTURNER	20.00	464621	
DAYSI VELASQUEZ	20.00	464622	
ASHTON EMERSON	20.00	464623	
KAITLIN VAZQUES	20.00	464630	
CHRISTIAN O'TOOLE	20.00	464632	
ROBIN JOHNSON	20.00	464634	
TIMOTHY JOHNSON	20.00	464636	
STARLA DURMAN	20.00	464641	
ADELAIDA COLEMAN	20.00	464642	
ROBERT DURMAN FC	20.00	464649	
ABBY BARTLETT FC	20.00	464650	
JAYLEN SELLS FC	20.00	464656	
MADISON ALFARO FC	20.00	464657	
			1,625.21*
ENVIRONMENTAL CONTROL			
DE LAGE LANDEN PUBLIC FINANCE	323.13	464566	
FUNCTION 4 LLC	89.62	464611	
			412.75*
INDIGENT MEDICAL SERVICES			
VECTOR SECURITY	359.64	464615	
TDS OPERATING INC	243.00	464626	
			602.64*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	246.76	464389	
ENTERGY	42,220.56	464409	
HYDRO-CLEAN SERVICES, INC.	435.00	464414	
M&D SUPPLY	6.93	464423	
ACE IMAGEWEAR	175.68	464447	
AT&T	1,071.87	464455	
TIME WARNER COMMUNICATIONS	76.49	464464	
WORTH HYDROCHEM	265.00	464475	
TEXAS FIRE & COMMUNICATIONS	105.00	464489	

NAME	AMOUNT	CHECK NO.	
OTIS ELEVATOR COMPANY	2,808.46	464520	
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
REPUBLIC SERVICES	2,114.10	464599	
CINTAS CORPORATION	43.79	464605	
FUNCTION 4 LLC	19.41	464611	
VECTOR SECURITY	1,221.24	464615	
MAINTENANCE-PORT ARTHUR			50,880.29*
ENTERGY	3,353.15	464409	
AT&T	1,358.72	464455	
TIME WARNER COMMUNICATIONS	94.69	464459	
TEXAS GAS SERVICE	302.05	464515	
JEFFERSON COUNTY CREDIT CARDS	61.11	464560	
DE LAGE LANDEN PUBLIC FINANCE	140.00	464566	
FUNCTION 4 LLC	38.82	464611	
MAINTENANCE-MID COUNTY			5,348.54*
CITY OF NEDERLAND	151.38	464391	
ALL-PHASE ELECTRIC SUPPLY	153.54	464394	
ENTERGY	2,709.73	464409	
RITTER @ HOME	10.56	464440	
AT&T	718.35	464455	
W. JEFFERSON COUNTY M.W.D.	82.55	464473	
BUBBA'S AIR CONDITIONING	93.75	464476	
LOWE'S HOME CENTERS, INC.	39.84	464513	
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
REPUBLIC SERVICES	92.10	464599	
FUNCTION 4 LLC	19.41	464611	
SERVICE CENTER			4,141.21*
SPIDLE & SPIDLE	5,723.10	464375	
J.K. CHEVROLET CO.	1,322.12	464416	
MUNRO'S	48.07	464426	
PHILPOTT MOTORS, INC.	34.75	464434	
JEFFERSON CTY. TAX OFFICE	7.50	464490	
JEFFERSON CTY. TAX OFFICE	7.50	464491	
JEFFERSON CTY. TAX OFFICE	7.50	464492	
JEFFERSON CTY. TAX OFFICE	7.50	464493	
JEFFERSON CTY. TAX OFFICE	7.50	464494	
JEFFERSON CTY. TAX OFFICE	7.50	464495	
JEFFERSON CTY. TAX OFFICE	7.50	464496	
JEFFERSON CTY. TAX OFFICE	7.50	464497	
VOYAGER FLEET SYSTEM, INC.	23,294.87	464518	
BUMPER TO BUMPER	1.99	464526	
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
MIGHTY OF SOUTHEAST TEXAS	305.82	464568	
REPUBLIC SERVICES	122.69	464599	
CINTAS CORPORATION	65.33	464605	
DENNIS LOWE	678.25	464606	
FUNCTION 4 LLC	19.41	464611	
THIS GUYS TOOLS, LLC	264.00	464645	
VETERANS SERVICE			32,010.40*
UNITED STATES POSTAL SERVICE	19.09	464504	
HILARY GUEST	213.20	464514	
DE LAGE LANDEN PUBLIC FINANCE	240.00	464566	
FUNCTION 4 LLC	66.56	464611	
MOSQUITO CONTROL FUND			538.85*
CITY OF NEDERLAND	85.69	464391	
ENTERGY	629.47	464409	
JACK BROOKS REGIONAL AIRPORT	1,708.20	464419	
MUNRO'S	42.73	464426	
AT&T	32.96	464455	
TIME WARNER COMMUNICATIONS	2.49	464460	
UNITED PARCEL SERVICE	14.64	464470	
FASTENAL	33.95	464482	
			1,026,856.85**

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	22.90	464597	
REPUBLIC SERVICES	122.69	464599	
TEXAS DEPARTMENT OF AGRICULTURE	75.00	464600	
FUNCTION 4 LLC	19.41	464611	
O'REILLY AUTO PARTS	130.15	464635	
GOVERNMENT SALES, INC.	350.00	464648	
CY-FAIR TIRE	28.00	464651	
FEMA EMERGENCY			3,368.28**
CHUCK'S WRECKER SERVICE	195.00	464388	
DELL MARKETING L.P.	15,174.75	464395	
JACK BROOKS REGIONAL AIRPORT	1,766.65	464420	
CDW COMPUTER CENTERS, INC.	701.00	464484	
SHI GOVERNMENT SOLUTIONS, INC.	1,845.06	464509	
HERRERA'S EMERGENCY LIGHTING	193.00	464516	
HERRERA'S EMERGENCY LIGHTING	193.00	464517	
FIVE STAR FEED	766.50	464519	
AIRPORT GULF TOWING LLC	250.00	464533	
MARTIN PRODUCT SALES LLC	6,394.00	464538	
THE DINGO GROUP-PETE JORGENSEN MARI	854.36	464544	
JEFFERSON COUNTY CREDIT CARDS	15,586.24	464560	
ASCO	2,876.21	464580	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	14,123.94	464587	
REPUBLIC SERVICES	1,200.00	464599	
MOORE-ALL TEX SUPPLY	54.74	464631	
FAMILY GROUP CONFERENCING			62,174.45**
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
FUNCTION 4 LLC	19.41	464611	
LAW LIBRARY FUND			89.41**
LEXIS-NEXIS	401.00	464505	
DE LAGE LANDEN PUBLIC FINANCE	70.00	464566	
FUNCTION 4 LLC	19.41	464611	
EMPG GRANT			490.41**
SOUTHEAST TEXAS WATER	9.95	464449	
TIME WARNER COMMUNICATIONS	110.56	464463	
JEFFERSON COUNTY CREDIT CARDS	4,510.66	464560	
JUVENILE PROB & DET. FUND			4,631.17**
VERIZON WIRELESS	64.68	464499	
COMMUNITY SUPERVISION FND			64.68**
BEAUMONT TROPHIES	860.95	464385	
PAMELA G. STEWART	373.99	464456	
TIME WARNER COMMUNICATIONS	129.67	464462	
UNITED STATES POSTAL SERVICE	111.37	464504	
JEFF. CO. WOMEN'S CENTER			1,475.98**
CITY OF BEAUMONT - WATER DEPT.	1,777.14	464389	
ENTERGY	1,691.30	464409	
HYDRO-CLEAN SERVICES, INC.	385.00	464414	
ISI COMMERCIAL REFRIGERATION	247.50	464415	
M&D SUPPLY	81.38	464423	
MARKET BASKET	14.32	464424	
KIM MCKINNEY, LPC, LMFT	375.00	464425	
OFFICE DEPOT	260.55	464430	
SYSKO FOOD SERVICES, INC.	1,205.39	464457	
TEXAS FIRE & COMMUNICATIONS	237.50	464489	
TOWER COMMUNICATIONS, INC.	60.00	464502	
BEN E KEITH FOODS	1,219.33	464524	
DE LAGE LANDEN PUBLIC FINANCE	140.00	464566	
REPUBLIC SERVICES	150.26	464599	
CINTAS CORPORATION	33.27	464605	

NAME	AMOUNT	CHECK NO.	TOTAL
SOUTHERN SUPPLY FUNCTION 4 LLC	149.60 38.82	464607 464611	8,066.36**
COMMUNITY CORRECTIONS PRG			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	90.00 24.96	464566 464611	114.96**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	80.00 22.19	464566 464611	102.19**
LAW OFFICER TRAINING GRT			
BEAUMONT TROPHIES	231.20	464385	231.20**
COUNTY CLERK - RECORD MGT			
MANATRON	11,560.85	464543	11,560.85**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE CITY OF BEAUMONT - WATER DEPT. AT&T JESSIE DAVIS JEFFERSON COUNTY CREDIT CARDS DE LAGE LANDEN PUBLIC FINANCE REPUBLIC SERVICES FUNCTION 4 LLC	475.00 102.03 188.33 48.72 24.99 315.00 122.69 87.36	464378 464389 464455 464549 464560 464566 464599 464611	1,364.12**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	140.00 38.82	464566 464611	178.82**
CAPITAL PROJECTS FUND			
THE LABICHE ARCHITECTURAL GROUP OFFICE DEPOT	15,000.00 537.97	464382 464430	15,537.97**
COASTAL RESTORATION PRJCT			
LJA ENGINEERING INC TIM RICHARDSON	9,993.00 10,500.00	464571 464583	20,493.00**
AIRPORT FUND			
SPIDLE & SPIDLE CITY OF NEDERLAND FAST SIGNS, INC. FED EX ENTERGY SANITARY SUPPLY, INC. UNITED STATES POSTAL SERVICE LOWE'S HOME CENTERS, INC. DISH NETWORK JEFFERSON COUNTY CREDIT CARDS DE LAGE LANDEN PUBLIC FINANCE REPUBLIC SERVICES FUNCTION 4 LLC TITAN AVIATION FUELS SPA GLASS CONSTRUCTION CORP	1,439.64 585.20 2,494.65 43.91 10,029.80 75.12 4.94 511.04 103.08 636.73 140.00 440.67 38.82 37,349.19 38,647.00	464375 464391 464399 464400 464411 464442 464504 464513 464541 464560 464566 464599 464611 464637 464640	92,539.79**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY RELIANCE STANDARD LIFE INSURANCE GROUP ADMINISTRATIVE CONCEPTS INC EXPRESS SCRIPTS INC	22,545.38 5,782.56 902.00 111,030.55	464531 464534 464561 464625	140,260.49**
SETEC FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
REPUBLIC SERVICES	365.00	464599	365.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	8,320.81	464528	8,320.81**
SHERIFF'S FORFEITURE FUND			
BELL HELICOPTER TEXTRON, INC.	10,500.00	464381	
VERIZON WIRELESS	75.98	464500	
VETERANS MFG LLC	4,110.00	464638	
APPELLATE JUDICIAL SYSTEM			14,685.98**
9TH COURT OF APPEALS	2,565.00	464547	2,565.00**
DISTRICT CRT RECORDS TECH			
WESTERN MICROGRAPHICS & IMAGING	795.00	464570	795.00**
MARINE DIVISION			
AVIALL	3,486.70	464383	
CITY OF NEDERLAND	20.65	464391	
W.W. GRAINGER, INC.	105.81	464403	
ENERGY	660.69	464409	
JACK BROOKS REGIONAL AIRPORT	333.50	464419	
VERIZON WIRELESS	531.86	464498	
PORTER-STRAIT INSTRUMENT CO., INC.	3,250.00	464529	
PALMER POWER	192.10	464581	
VECTOR SECURITY	39.95	464616	
SHERIFF - COMMISSARY			8,621.26**
JEFFERSON COUNTY CREDIT CARDS	597.06	464560	597.06**
			1,475,781.02***



# Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an **Emergency Meeting** of the Commissioners' Court of Jefferson County, Texas, held on the 15th day of October, 2019, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

**WHEREAS**, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

**WHEREAS**, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on September 19, 2019; and

**WHEREAS**, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

**WHEREAS**, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the devastation created by Hurricane Ike and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

**NOW THEREFORE, BE IT RESOLVED** that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on September 19, 2019.

SIGNED this 15th day of October, 2019.



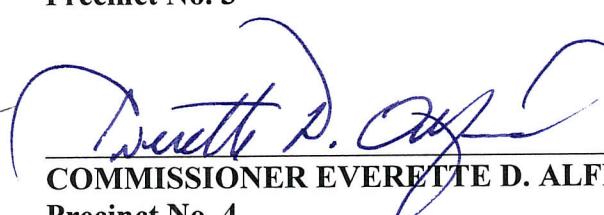
JUDGE JEFF R. BRANICK  
County Judge



  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**RESOLUTION AUTHORIZING COUNTY GRANT  
TEXAS DEPARTMENT OF AGRICULTURE  
HOME- DELIVERED MEAL GRANT PROGRAM**

A RESOLUTION OF THE COUNTY OF JEFFERSON, TEXAS CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO NUTRITION AND SERVICES for SENIORS, AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/ OR HAVE A DISABILITY ( the “Organization”) AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATIONS’S ACCOUNTING SYSTEM OR FISCAL AGENT.

BE IT REMEMBERED at a meeting of Commissioners’ Court of Jefferson County, Texas, held on the 15th day of October, 2019, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

**WHEREAS**, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services to homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (the “Program”); and

**WHEREAS**, the Program rules require the County in which an Organization is providing home – delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS**, the Program rules require the County to approve the Organization’s accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

**WHEREAS**, the County recognizes Janci Kimball (Authorized Official) as an official of the Organization applying for a Home-Delivered Meal Grant from the Texas Department of Agriculture.

**BE IT RESOLVED BY THE COUNTY:**

**SECTION 1:** The County hereby certifies that it has made a grant to the Organization in the amount of \$65,000.00 to be used between the 1<sup>st</sup> of October, 2019 and the 30<sup>th</sup> of September, 2020.

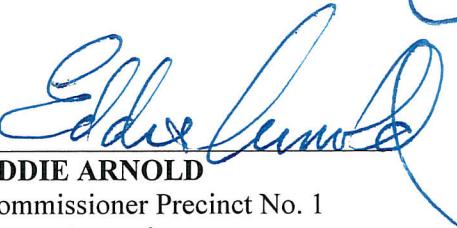
**SECTION 2:** The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/ or have a disability.

**SECTION 3:** The County hereby certifies that it has approved the Organization’s accounting system or fiscal agent which meets the financial management system requirements as set forth in the Uniform Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 15<sup>th</sup> day of October, 2019.

SIGNED this 15<sup>th</sup> day of October 2019.

  
JUDGE JEFF R. BRANICK  
County Judge

  
EDDIE ARNOLD  
Commissioner Precinct No. 1

  
MICHAEL S. SINEGAL  
Commissioner Precinct No. 3

  
BRENT A. WEAVER  
Commissioner Precinct No. 2

  
EVERETTE D. ALFRED  
Commissioner Precinct No. 4



**AGENDA ITEM****October 15, 2019**

Consider, possibly approve and authorize the County Judge to execute an Access Agreement between Jefferson County Precinct 3 and Orion Marine Construction, Inc. for temporary use of a portion of land at the Keith Lake public Boat Ramp.

## ACCESS AGREEMENT

**THIS ACCESS AGREEMENT** ("Agreement") is made, entered into as of the 28<sup>th</sup> day of September 2019, by and between Jefferson County Precinct 3, Texas, c/o Michael Shane Sinegal, Commissioner, with its principal address at 525 Lakeshore Drive, Port Arthur, Texas 77640 ("Owner"), and Orion Marine Construction, Inc., with its principal address at 12000 Aerospace Avenue, Suite 300, Houston, Texas 77034 ("Orion").

### WITNESSETH

In consideration of the permitted use herein provided and other covenants herein contained, OWNER does hereby permit and let unto the ORION for the purposes and during the term hereinafter specified, that portion of OWNER's property located at or near Highway 87, south of the Keith Lake Public Boat Ramp, Port Arthur, Jefferson County, Texas 77640, (the "Premises"). This Agreement is made subject to the following terms and conditions:

- 1. USE OF PREMISES:** It is understood and agreed that the rights herein granted are for the purpose of the temporary parking and storage of Orion's marine-compliant 1,000-gallon, double-walled fuel tank within a secondary containment, such equipment shall be fenced and secured, and such purpose is in connection with Orion's dredging services for Exxon Golden Pass Products located in Sabine Pass, Texas (the "Use"). ORION shall have the right to install, remove, and maintain, at its sole expense, its equipment necessary for such Use and that any additional improvements made on the Premises shall require the prior written approval of OWNER.
- 2. USES RESTRICTED:** It is expressly agreed that the ORION will not use the Premises for any purpose other than those set out hereinabove, without the prior written approval of OWNER. Without limiting the uses for which the Premises may not be used, except as otherwise expressly provided herein, ORION specifically may not use the Premises: (1) to perform any activities that may cause pollution onto the Premises or adjacent property or into the adjacent waters.
- 4. TERM:** The term of this Agreement shall be for a period no less than six (6) weeks from the delivery date when ORION's equipment shall arrive onsite at the Premises, and thereafter week to week until such time as ORION vacates the Premises. In the event ORION wishes to extend the term of Use, the parties shall set forth such extension in writing upon mutual agreement.
- 5. PAYMENTS:** OWNER does not request any form of rental payment from ORION for the limited duration of term. For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, OWNER and ORION hereto agree to the terms and conditions set forth in this Agreement.
- 6. NOTICES:** All notices required or as provided for hereunder shall be given in writing and shall be deemed given when delivered in person or deposited on the U.S. Mail, certified, postage prepaid, return receipt requested, or deposited with an overnight courier with all the charges prepaid and addressed to the party to whom the notice is given at the address listed above.

**7. RESERVATIONS OF RIGHTS:** OWNER reserves unto itself, its successors and assigns, the absolute right, title to and ownership of the land and Premises.

**8. MAINTENANCE OF PREMISES:** ORION shall erect, at its sole cost and expense, such barriers and containment as shall be necessary to comply with such laws and regulations, including those related to security and environmental protection. Upon the expiration or termination of the Agreement, ORION shall immediately remove such materials and restore the Premises to a condition at least as good as the condition prior to ORION's arrival at the Premises on the effective date of this Agreement. Photographs taken on or before the Effective Date of the Premises are attached hereto as Attachment 1.

**9. BUSINESS PRACTICES:** ORION covenants to undertake all operations conducted hereunder in compliance with any and all applicable federal, state, parish, municipal and other governmental laws, statutes, ordinances and regulations, now or hereafter in force, including, by way of example but not by way of limitation, all environmental, safety, and health laws and all permitting requirements, applicable to its operations or relating expressly to its Use of the Premises, and ORION hereby assumes full responsibility and liability for failure to so comply.

**10. CONDITIONS OF PREMISES:** ORION hereby acknowledges that ORION has examined the Premises and agrees, as part of the consideration for the Agreement, to accept the Premises in its present condition and state of repair, to utilize said Premises at ORION's risk, and to assume full responsibility for such Use.

**11. INDEMNIFICATION:** ORION shall save, protect, hold harmless, and indemnify OWNER from all liability, loss, or damage, including reasonable attorneys' fees and expenses, resulting from all claims, demands, and causes of action of every kind and character for personal injury, death, or for loss or damage to ORION's property in any way arising out of or in connection with ORION's Use or occupancy of the Premises, or the exercise of ORION's rights or performance of obligations under this Agreement. ~~However, in the event that such personal injury, death, or loss of or damage to property is the result of the joint negligence or willful misconduct of ORION and OWNER, ORION's duty of indemnification shall be in proportion to its allocable share of such joint negligence or willful misconduct. If OWNER is strictly liable under the law, ORION's duty of indemnification shall be in proportion to its negligence contributing to the occurrence for which OWNER is liable.~~ *KL*

**12. INSURANCE:** At a minimum, ORION shall carry, at its own expense throughout the term of this Agreement, the insurance coverage specified below.

- a. General Liability coverage in the amount of \$1,000,000/occurrence and \$2,000,000/aggregate;
- b. Workers Compensation (statutory) / Employers Liability coverage in the amount of \$1,000,000/occurrence/aggregate;
- c. Pollution Liability coverage in the amount of \$2,000,000; and,
- d. Excess/Umbrella coverage in the amount of \$5,000,000.

ORION shall, throughout the term of this Agreement, furnish OWNER a certificate(s)

properly executed by its insurance carrier showing all insurance currently in force. All insurance policies purchased and maintained in compliance with the requirements of this Agreement shall be endorsed to provide that coverage provided by ORION's insurance shall always be primary coverage and non-contributing with respect to any insurance carried by OWNER, its affiliated and subsidiary companies, or both.

**13. ENTIRE AGREEMENT:** This Agreement contains the entire agreement between OWNER and ORION, and no statement, agreement, representation or understanding shall be binding on either party hereto unless it is contained herein. OWNER and ORION each represent to the other that each has the authority to enter into this Agreement.

**14. GOVERNING LAW:** The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of Texas.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands on the date first written above.

OWNER

By: \_\_\_\_\_

Name: JEFF R. FRANK

Title: COUNTY JUDGE

Date: 10/15/2019

ORION MARINE CONSTRUCTION, INC.

By: \_\_\_\_\_

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

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

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



**TDEM**  
THE TEXAS A&M UNIVERSITY SYSTEM

October 10, 2019

Jeff Branick  
Jefferson County  
1149 Pearl Street  
Beaumont, TX 77701-3600

Grant No.EMT-2019-EP-00005

Dear Judge Branick:

Congratulations, on behalf of the Texas Division of Emergency Management (TDEM), your application for financial assistance submitted under the Federal Fiscal Year (FFY) 2019 Emergency Management Performance Grants (EMPG) has been approved in the amount of **\$34,584.02**. As a condition of this grant, you are required to contribute a cost match in the amount of **\$34,584.02**.

The period of performance for your FFY 2019 EMPG grant is October 1, 2018 - March 31, 2020. This period of performance reflects a 6 month PROGRAMMATIC EXTENSION ONLY to complete and close out your FFY 2019 grant year.

Before you receive any of the federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you are acknowledging and accepting the terms and conditions of your award, as well as the task requirements outlined in the FY 2019 Local Emergency Management Performance Grant (EMPG) Guide, located on line at <https://tdem.texas.gov/emergency-management-performance-grant/>. This grant award must be signed and dated below by your jurisdiction's "Authorized Official" indicated on the "Designation of EMPG Grant Officials" form (TDEM 17B) and returned within 45 days from date received to [TDEM.EMPG@tdem.texas.gov](mailto:TDEM.EMPG@tdem.texas.gov). Failure to return documentation to TDEM within 45 days may result in reallocation of funds.

The 2019 Terms and Conditions are enclosed for your review. Due dates are outlined in the "EMPG Application Timeline" and can be found at <https://tdem.texas.gov/emergency-management-performance-grant/>.

If you have any questions, please contact the EMPG Unit Chief Lisa Resendez at [Lisa.Resendez@tdem.texas.gov](mailto:Lisa.Resendez@tdem.texas.gov) or 512-424-7511/512-574-1473 or your District Coordinator.

A handwritten signature in black ink, appearing to read "W. Nim Kidd".

W. Nim Kidd, MPA, CPA  
Chief-Texas Division of Emergency Management  
Vice Chancellor for Disaster and Emergency Services  
Texas A&M University System

Recipient Signatory Official:

A handwritten signature in blue ink, appearing to read "Jeff Branick".

Date:

10/15/19



**JEFFERSON COUNTY**  
Engineering Department

**MEMORANDUM**

To: Commissioners' Court

From: Steven Stafford *ss*  
Interim County Engineer

Date: October 10, 2019

Re.: Revision to the Jefferson County Flood Damage Prevention Order

I am requesting a revision to the Flood Damage Prevention Order which expands the definition of Substantial Improvement.

The Order already defines Repetitive Loss, Substantial Damage, and Substantial Improvement. It requires that any new or substantially improved structure "shall have the lowest floor, including basement, elevated to above the base flood elevation, plus one foot." The definition for Substantial Improvement includes repair from substantial damage, but does not include repetitive loss structures.

Many of our residents that flooded in Hurricane Harvey and TS Imelda were not substantially damaged by either individual event, but they have been substantially damaged considering the cumulative effect of both events. In order to access Increased Cost of Compliance (ICC) funds from the flood insurance program for elevating their homes, these residents have to document that they have been substantially damaged. Other funding sources are also based on this requirement.

Please consider the following revisions:

1. Addition of the following line to the definition of Substantial Improvement:

This term includes structures which have incurred "repetitive loss" or "substantial damage", regardless of the actual repair work performed.

2. Replace the phrase "substantial development" with "substantial improvement" in the first sentence of Section 4.1-1.

## Pepe Dominguez

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**From:** Pepe Dominguez <peped@co.jefferson.tx.us>  
**Sent:** Thursday, October 03, 2019 8:42 AM  
**To:** 'Commissioner Arnold' (eddiearnold@co.jefferson.tx.us)  
**Cc:** 'Commissioner Weaver'; 'Commissioner Sinegal'; 'Commissioner Alfred'; 'Judge Branick'; 'Jody Jannise'; 'Ronda Conlin'; Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); ggross@co.jefferson.tx.us; Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); 'Daniel Warrick'  
**Subject:** E & M Estates  
**Attachments:** E & M Estates.pdf

Commissioner Arnold ,

Attached is a PDF of the E & M Estates a subdivision of 7.011 acres, being all of a called 7.011 acre tract recorded in document no. 200812852 in the P.J. Chiles Survey, A-550, Jefferson County, located off North China Road in Precinct #1. This plat is not within any ETJ and has met all of our platting requirements.

I will be placing this plat on the Agenda for Tuesday, October 15, 2019.

If you have any questions please contact either Steve or myself.

Pepe Dominguez

Pepe Dominguez  
Jefferson County Engineering  
1149 Pearl 5th Floor  
Beaumont, TX 77701  
Offc. 409 835-8584  
Fax. 409 835-8718  
email: [peped@co.jefferson.tx.us](mailto:peped@co.jefferson.tx.us)



**Jefferson County  
Tourism Commission**

# Memo

**To:** Commissioners Court  
**From:** Kathi Weathington Hughes  
**Date:** 10/7/2019  
**Re:** Fall 2019 HOT Grant Recommendations

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Please see the attached Hotel Occupancy Tax grant applications for Fall 2019 along with the list of recommendations from the Jefferson County Tourism Committee.

This will be an agenda item on October 15, 2019 during Commissioners Court.

Please feel free to give me a call if you have any questions.

Office 409/842-0500 cell 409/679-2808

Thanks so much!

Kathi

Fall 2019Grant Applicants with Totals:

	<u>Requested:</u>	<u>Awarded:</u>
1. <b>Southeast Texas Baseball Academy L.L.P.</b> Baseball Tournament bid-fees	<u>\$15,500</u>	<u>\$13,000.00</u>
2. <b>Art Museum of Southeast Texas</b> Spring 2020 Exhibitions	<u>\$14,503</u>	<u>\$ 4,473.00</u>
3. <b>Hey Lollies Square Dance Club (Houston, Tx.)</b> “Hey Lollies Weekend” Annual Convention	<u>\$438.67</u>	<u>\$ 438.00</u>
4. <b>Southeast Texas Arts Council</b> Publish “Off Ramp” Magazine	<u>\$8,000</u>	<u>\$ 5,000.00</u>
5. <b>Gator Country, L.L.C.</b> Printing of rack top brochures	<u>\$2,000</u>	<u>\$ 2,000.00</u>
6. <b>Ford Park Entertainment Complex</b> Junior Cattle Show	<u>\$50,000</u>	<u>\$ 50,000.00</u>
7. <b>Ford Park Entertainment Complex</b> Facility	<u>\$104,431.81</u>	<u>\$ 92,000.00</u>
8. <b>Edison Museum</b> Promotion Material	<u>\$920.00</u>	<u>\$ 250.00</u>
9. <b>Port Arthur and Beaumont CVB</b> Jefferson County, Ben J. Rogers Regional Visitors Center, Beaumont, Port Arthur, Nederland, Groves, and Port Neches hotels and attractions.	<u>\$17,720.75</u>	<u>\$ 17,720.00</u>
10. <b>Top Dog Softball</b> 28 <sup>th</sup> Annual Softball Tournament	<u>Non-Bid Fee</u>	<u>\$ 500.00</u>
11. <b>Southern Black Softball Association</b> Athletic “Black World” Softball Tournament	<u>\$7,500</u>	<u>\$ 4,500.00</u>
12. <b>Southern Black Softball Association</b> Athletic “All World” Softball Tournament	<u>\$7,500</u>	<u>\$ 4,500.00</u>

	<u>Requested:</u>	<u>Awarded:</u>
<b>13. Southeast Texas Freedom Flight</b> First Annual Southeast Texas Freedom Flight Air Fest	<u>\$19,034</u>	<u>\$ 11,452.00</u>
<b>14. Stars Over TX Softball</b> Stars Over TX Fall Showcase	<u>Non-Bid Fee</u>	<u>\$ 500.00</u>
<b>15. Stars Over TX Softball</b> USFA Money Tournament	<u>Non-Bid Fee</u>	<u>\$ 500.00</u>
<b>16. Stars Over TX Softball</b> 2019 TX Fall State Tournament	<u>Non-Bid Fee</u>	<u>\$ 500.00</u>
<b>17. Vietnam Veterans of America Chapter 292</b> TX. State Council Meeting/Tour of Jefferson County	<u>\$1,495</u>	<u>\$ 1,495.00</u>
<b>18. Port Arthur Historical Society (DBA)</b> <b>Museum of the Gulf Coast</b> -Marketing	<u>\$4,000</u>	<u>\$ 4,000.00</u>
<b>19. Diocese of Beaumont</b> Unity Explosion Region X 2020 Conference	<u>\$6,930</u>	<u>\$ 6,930.00</u>
<b>20. Clifton Steamboat Museum</b> Boy Scout Day	<u>\$1,300</u>	<u>\$ 1,300.00</u>
<b>Totals:</b>	<b><u>\$261,273.23</u></b>	<b><u>\$221,058.00</u></b>

**Special, October 15, 2019**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, October 15, 2019